The City of

Boynton Beach

City Commission Agenda

Tuesday, April 21, 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

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 at cityclerk@bbfl.us or (561) 742-6060.

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1. **Openings**

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

Invocation by Pastor Bryce Hutson, Christ Fellowship Church.

Pledge of Allegiance to the Flag led by Vice Mayor Turkin.

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

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

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

A. City Announcements.
- Hurricane Vegetation Amnesty Week - May 4th – May 8th, 2026

B. Boynton Beach Tennis & Pickleball Center Progress Update by FM Tennis
Brandon Flanagan from FM Tennis will provide an update on the operations at the Boynton Beach Tennis & Pickleball Center.

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

6. **Consent Agenda**

A. FY 2024-25 Financial/Budget Status Report for General Fund and Utility Fund Year-End at September 2025.
Accept the Fiscal Year 2024-25 Budget Status Report of the General Fund and the Utilities Fund for the FY 2024-25, ended September 30, 2025. This financial information is unaudited.

B. Proposed Resolution No. R26-061- Approve and authorize the Police Department to apply for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $28,243.00, and if awarded, authorize the City to accept the Grant and authorize the Mayor to sign all documents associated with the grant, subject to review by the City Attorney's office.

Staff recommends approval of Proposed Resolution No. R26-061.

C. Proposed Resolution No. R26-062- Approve Facility Use Agreement between Club Delray and Centennial Park & Amphitheater for the "Spring Ignite Games" health & wellness event on May 3, 2026.
Staff recommends approval of Proposed Resolution No. R26-062.

D. Proposed Resolution No. R26-063- Approving the purchase of 23 Wi-Fi hotspot data plans from Educational Broadband Service Agency LLC d/b/a Mobile Beacon in the amount of $2,760 and approving the vendor contract and addendum terms and conditions.
Staff recommends approval of Proposed Resolution No. R26-063.

E. Proposed Resolution No. R26-072- Approve a Piggyback Agreement with American Traffic Solutions, Inc., DBA Verra Mobility, utilizing the City of Bartow contract RFP #24-19, for services related to the Red Light Enforcement Program to enforce traffic violations.
Staff recommends approval of Proposed Resolution No. R26-072.

F. Commission Meeting Minutes.
Approve minutes from the March 3 and March 23, 2026, City Commission Meetings.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-064- Ratifying the approval of the renewal of the City's insurance policies for Pollution Coverage with Crum & Forster Specialty Insurance Company through Insurance Broker, Brown & Brown, for the policy term beginning April 30, 2026, and ending April 30, 2029.
Staff recommends approval of Proposed Resolution No. R26-064.

B. Proposed Resolution No. R26-065- Ratifying the approval of the purchase of Watercraft Coverage with Navigators Insurance Company through Insurance Broker, Brown & Brown, for the policy term beginning April 8, 2026, and ending April 8, 2027.
Staff recommends approval of Proposed Resolution No. R26-065.

C. Proposed Resolution No. R26-066- Approve a Piggyback Agreement with Samsara Inc. under Sourcewell Contract #102924-SAM for Fleet Management Technology Services, including GPS tracking, safety cameras, and asset monitoring, in an Annual Amount Not to Exceed $142,000.
Staff recommends approval of Proposed Resolution No. R26-066.

D. Proposed Resolution No. R26-067- Approving Task Order No. GESPW-2K-02-25 with Keith and Associates, Inc. for the Federal Highway (US-1) Streetscape Improvements project (TR2613) in the amount not to exceed $395,950.
Staff recommends approval of Proposed Resolution No. R26-067.

E. Proposed Resolution No. R26-068- Approval of a Piggyback Agreement between the City of Boynton Beach and Door Systems of South Florida, Inc., for Overhead Doors Repair and Maintenance in the amount not to exceed $100,000 per year.

Staff recommends approval of Proposed Resolution No. R26-068.

F. Proposed Resolution No. R26-069- Approve a Piggyback Agreement with the City of Boynton Beach and Preferred Governmental Claim Solutions, Inc (PGCS) for professional services related to Workers' Compensation and Third-Party Liability Claims Administration in the total amount not to exceed $181,000 for the period July 1, 2026 - August 30, 2027.
Staff recommends approval of Proposed Resolution No. R26-069.

G. Proposed Resolution No. R26-070- Approve the purchase of annual license, maintenance, and support from UKG Kronos Systems LLC, the provider of the City and Police Departments' timekeeping system, in an amount not to exceed $100,000 annually, pursuant to the City's piggyback procurement exemption. This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioners ("Lead Agency") and UKG Kronos Systems, LLC ("UKG"), effective as of July 14, 2025 (the "Omnia Master Agreement No. 24-6833") and used by City as an Omnia Participating Public Agency.
Staff recommends approval of Proposed Resolution No. R26-070.

H. Proposed Resolution No. R26-071- Approving Amendment No. 2 to the services agreement with Iron Brick Associates, LLC, incorporating Can/Am Technologies Inc. as the web-based point-of-sale software provider for the City's ERP Workday Project, in a total amount of $750,337.00 covering both SaaS for five years and professional services, pursuant to the piggyback exemption of the City's Procurement Policy.
City Staff Recommends approval of Proposed Resolution No. R26-071.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 26-012- Second Reading, An ordinance of the City of Boynton Beach, Florida, creating Article XV, "Abatement of Nuisances," of Chapter 15 of the City Code; establishing a public nuisance abatement process; providing for definitions, procedures, hearings before a special magistrate, emergency abatement, enforcement, penalties, and liens; providing for authority consistent with Chapter 166 and section 893.138, Florida Statutes; providing for codification, conflicts, severability, and an effective date.
Staff recommends approval of Proposed Ordinance No. 26-012.

B. Proposed Ordinance No. 26-013- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, codifying Resolution No. R15-136, which created a Community Redevelopment Agency Advisory Board; establishing composition, qualifications, appointment procedures, and duties; providing for codification; providing for severability; providing for conflicts; and providing for effective date.

Staff recommends approval of Proposed Ordinance No. 26-013, at second reading.

9. **City Manager's Report**

   A. Presentation on Beautification and Streets Division, Public Works

   Per the request of Commissioner Turkin, staff has prepared a presentation regarding Beautification and Streets Division's responsibilities and achievements.

10. **Regular Agenda**

11. **Future Agenda Items**

   A. Discussion regarding property taxes, at a macro level. **- May 19, 2026**
   Requested by Vice Mayor Turkin.

   B. Discussion regarding creating a beautification board. **- TBD**
   Requested by Vice Mayor Turkin.

   C. Discussion on the formation of a Task Force for updates to the Land Development Regulations. -**TBD**
   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: 04/21/2026

City Announcements.

Requested Action:

- Hurricane Vegetation Amnesty Week - May 4th – May 8th, 2026

Explanation of Request: City staff will present each of their events.

Budgeted Item: Yes

Account Line Item and Description: Each item has different account line items.

Fiscal Impact: These are budgeted events.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Boynton Beach Tennis & Pickleball Center Progress Update by FM Tennis

Requested Action: Brandon Flanagan from FM Tennis will provide an update on the operations at the Boynton Beach Tennis & Pickleball Center.

Explanation of Request: Brandon Flanagan from FM Tennis will provide an update on the operations at the Boynton Beach Tennis & Pickleball Center.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Attachments:
BBTPC Progress Report.pdf

BOYNTON BEACH TENNIS & PICKLEBALL CENTER

Performance & Progress Report

FM TENNIS

PRESENTATION OVERVIEW

- Facility Improvements
- Participation and Usage
- Tournaments and Events
- Systems and Operations
- Community Programming

FACILITY IMPROVEMENTS

- Installation of new windscreens
- Development of a new and improved pro shop
- Resurfacing of select courts
- Upgrades to the irrigation system
- Over $50,000 total invested through six months

FM TENNIS

PARTICIPATION & USAGE

- Over 1,750 unique account holders
- 20 total league teams registered
- 47% court utilization
- Junior camp launching this summer

TOURNAMENTS & EVENTS

- In-house night leagues
- USTA junior and adult tournaments
- Kickoff and Pro Shop Grand Opening events
- High School Districts
- USTA Summer Smash in August
- ITF Tournament in November

SYSTEMS & OPERATIONS

- CourtReserve
  - Equitable Access
  - Operational Efficiency
  - Improved Customer Service
  - Transparent Reporting

COMMUNITY PROGRAMS

- GreatBase Tennis Workshop
- Love Serving Autism
- Youth Tennis Foundation

THANK YOU
FOR WATCHING

www.fm-tennis.com

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Advisory Board Appointments

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

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_April_21_2026.docx
Jennifer_Spatola__Jei_Spatola__-_Art_Advisory_Board.pdf
Tiffany North - Recreation and Parks.pdf

Advisory Board Vacancies April 21, 2026

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

I	Cruz	Regular	Vacant
II	McCray	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicant: Jennifer Spatola (Jei Spatola)

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Mayor	Shelton	Regular	Vacant
I	Cruz	Regular	Vacant
II	McCray	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: None

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

I	Cruz	Regular	Vacant
II	McCray	Regular	Vacant
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

Mayor	Shelton	Regular	Vacant

I	Cruz	Regular	Vacant
II	McCray	Alternate	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: None

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

Mayor	Shelton	Regular	Vacant
I	Cruz	Regular	Vacant
II	McCray	Alternate	Vacant

Applicant: Tiffany North

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

Vice Mayor	Turkin	Regular	Vacant
IV	Kelley	Regular	Vacant
Mayor	Shelton	Regular	Vacant
I	Cruz	Alternate	Vacant
II	McCray	Alternate	Vacant

Applicants: None

Applications Received:

02/28/26	Indira Doorgasingh	Sr. Adv.	Resides outside of City limits – has been sent Waiver of requirements form
02/02/26	Karen Rabinowitz	Sr. Adv.	Resides outside of City limits – has been sent Waiver of requirements form
~~11/02/25~~	~~Regina Fay~~	~~Sr. Adv.~~	~~No vacancies notified via email 11/4/25~~
09/20/25	Taylor Millien	E&YAB	Does not live in the City- can apply for waiver, applicant notified via email 09/30/25.
~~09/08/25~~	~~Suzanne Ferguson~~	~~CRAB~~	~~No vacancies Applicant notified via email 9/8/25~~
08/07/25	Thiago Coracini	CRAB	No vacancies, not a registered voter, Applicant notified via email 08/08/25
~~06/11/25~~	~~Mark Karageorge~~	~~CRAB~~	~~No vacancies Applicant notified via email 6/16/25~~
~~04/06/25~~	~~Deborah Tarca~~	~~CRAB~~	~~No vacancies Applicant notified via email 4/18/25~~

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 *

3/27/2026

First Name *

Jei

Last Name *

Spatola

Phone Number *

2029963043

Email *

jeispatola@hotmail.com

Date of Birth *

8/4/1971

Street Address *

1499 S Federal Hwy

Street Address 2

#313

City *

Boynton Beach

State *

FL

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Retail management

Education

BAS Social Work

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

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?

Have you ever been convicted of a crime?*

○ Yes ◉ No

If Yes, when and where?

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. ,

My life purpose is to help add more art to the world, and I have worked with and around creatives for over 25 years. Experience: I was on a team of three Producers with Astro Pop Events for over a decade, producing and writing shows such as Elvis' Birthday Fight Club, Yuri's Night, POP the Game Show Show, America the Game show. Keyboardist and singer for PLRLS 2022-2024. Host for Baltimore Easter Bonnet Parade 2021-2024. I moved to Boynton Beach in 2024, and I am looking to use my skills to help Boynton Beach strengthen their art community in the same way I did in Washington DC and Baltimore.

Professional Memberships*

Please list any professional memberships

Current: Boca Creative Club (recently joined), manager Ethan Allen.
former: Astro Pop Events, PLRLS, Regional Manager for Sephora, District Manager for Bach to Rock

Attachments

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

Jei Spatola resume management.pdf 100.16KB

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.

Jei Spatola

Retail Sales and Education Expert
South Florida

High energy sales and training expert with 15 + years sales and education experience. Exceeds expectations and fosters business growth. Robust collaborator and relationship builder. Operational excellence and stellar selling skills.

Experience

Current
Manager, Ethan Allen

- Lead store through team of designers to achieve financial goals and increase overall performance in $4M showroom in Boca Raton FL
- Manage, develop, train and motivate a team of design associates while maintaining a high level of customer contact.
- Partner with each associate to manage design projects, customer contacts and relationships, sales volume, and overall client satisfaction

2023 - 2024
District Manager, *Bach to Rock*

- Oversaw $7.1M territory of 12 Schools in MD, PA, VA, IL, MA, and NY
- Developed and executed company's first Career Pathing Program, resulting in turn reduction and three internal promotions within 3 months
- Wrote and developed onboarding program for new directors to ensure success in position

2016 – 2022
Regional Education Manager, *Sephora*

- Delivered programs and initiatives representing all brands across 104 stores, serving over 875 employees and resulting in $87M sales
- Led multi-level field team of 11 Education Managers (8-10 stores each) to drive service & selling skills, brand & product education, coaching, and development
- Surpassed region financial objectives every year by average of 11% by maximizing education and training in each door

2012 – 2016
Area and Senior Area Education Manager, *Sephora*

- Increased profit for district by average of 15% in multi-unit position through evaluating, coaching, and developing instore teams
- Maintained travel budget and expenses while traveling to multiple stores throughout the US
- Adjust and flex trainings and sales styles to reflect different customers in different markets

Education

Bachelor of Arts and Science
University of North Texas

Skills

- Meeting Sales Goals and KPIs
- Creating connection with clients
- Closing the sale
- Customer training and education
- Global vision

Contact

jeispatola@gmail.com

202-997-3043

https://www.linkedin.com/in/jei-spatola-67677336/

additional experience available upon request

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.

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

Today's Date *

4/6/2026

First Name *

Tiffany

Last Name *

North

Phone Number *

5615126544

Email *

drtiffanynorth@hotmail.com

Date of Birth *

9/30/1974

Street Address *

2404 Third St NE

Street Address 2

City *

Boynton beach

State *

FL

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Education - business development

Education

PhD

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

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?

Education and youth board prior to 2014- was also president

Have you ever been convicted of a crime? *

○ Yes ◉ No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Recreation and Parks

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. ,

Community development capacity budding and grant experience. Prior board experience. Have child that uses services.

Professional Memberships *

Please list any professional memberships

National council of family relations.

Attachments

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

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.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

FY 2024-25 Financial/Budget Status Report for General Fund and Utility Fund Year-End at September 2025.

Requested Action: Accept the Fiscal Year 2024-25 Budget Status Report of the General Fund and the Utilities Fund for the FY 2024-25, ended September 30, 2025. This financial information is unaudited.

Explanation of Request: This report summarizes the adopted funding sources and expenditure budgets for the City's General Fund and Utility Fund for the Fiscal Year ended September 30, 2025 (100% of the fiscal year - unaudited). The analysis compares:

- Actual results for the current period to the annual budget and
- Actual results for the same period of the prior year annual budget.

How will this affect city programs or services? The annual budget structure provides and controls the resources for City programs and services.

Account Line Item and Description: N/A

Fiscal Impact:

The FY 2024-25 annual budget and results to date for the General Fund and Utility Fund through September 30, 2025.

GENERAL FUND

The Analysis of the General Fund reflects revenue in excess of expenditures (dollars in thousands), yielding a $1.8M surplus for the period ending Sep 30, 2025.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of $136.7M or 100% of our total $136.5M General Fund budget for FY 2024-25. Transfers from other funds (non-revenues) provide $18.8M or 13.7% of the total funding sources.

These three major estimated funding sources are summarized as follows:

1. 42.8% - $58.5M – Property taxes less Tax Increment Financing to the CRA
2. 43.5% - $59.4M – All other revenues plus General Fund Balance
3. 13.7% - $18.8M – Transfers from other funds

100.0% - $136.7M – Total funding sources

The property tax rate for FY 2024-25 is 7.8000 mills, which represents a decrease from the prior year rate of 7.8500 mills and yields net property taxes of $58.5M, which is a 6.01% increase or $3.3M over FY 2023-24.

Funding Sources Realized: At the end of the FY 2024-25, revenues and transfers (plus budgeted fund balance adjustment) realized are $136.7M or 100% of the budget compared to $129.2M realized to date in FY 2023-24. The increases are due to Property Taxes, Fire Assessments, and interest earnings. The chart below presents the various categories of revenues received to date in the General Fund.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA , received to date were $58.5M or 100% of $58.8M as compared to $55.2M or 99.7% of $55.3M for FY 2023-24, as noted on Exhibit A.

Expenditures (Exhibit B): Appropriations increased approximately $10.7M or 8.53% from $125.7M to $136.5M. The budget increase was mainly due to the cost of wage increases and other operational costs.

Actual Expenditures – General Fund expenditures are $134.8M, for the period ending Sep 30, which is 99% of the $136.5M adopted for FY 2024-25. The increases are due to public safety operational costs, various contractual obligations, and early pension payments. Note: year-to-date through Sep 30, 2024, for General Fund expenses were $116.8M.

Exhibit B shows year-to-date FY 2024-25 spending levels, $134.8M of the $136.5M or 99% expended, compared to the $116.8M or 93% spent in FY 2023-24.

UTILITY FUND

The Analysis of the FY 2024-25 annual revenue budget of $62.7M represents a $2.3M or 3.8% increase over the FY 2023-24 budget of $60.3M, Exhibit D.

For FY 2024-25,

- Utility Revenues realized are $67.4M (107%).
- Utility Expenditures incurred are $52.5M (84%) of the appropriated budget.

This resulted in revenues exceeding expenditures, yielding a surplus of approximately $14.9M.

Note: at the end of Sep 30, 2024, the net yield for the Utility operating fund was $8.5M.

Expenditures (Exhibit E) – Utility Fund FY 2024-25 expenditures are $52.5M or 84% of the annual appropriation of $62.7M, as compared to expenditures of $51.7M or 86% for the prior fiscal year. The comparison of revenues and expenditures through September 2025 is presented in Exhibit E.

Notes & Disclosures

This financial information is unaudited and presented for internal management purposes only. Figures are subject to change pending year-end closing entries, audit adjustments, and accruals. All dollar amounts are presented in millions unless otherwise noted. Figures are rounded to the nearest hundred thousand.

- Fiscal year runs from October 1 through September 30.
- This report covers periods one to twelve, the final period of FY 2024-25.
- Budget figures reflect the adopted budget as amended through September 30, 2025.
- Property tax rate for FY 2024-25: 7.8000 mills (prior year: 7.8500 mills).
- The annual budget structure provides and controls the resources for City programs and services.
- These figures don't include depreciation.

Attachments:

City of Boynton Beach - Quarterly Financial Report Q4 FY2024-25
Exhibit A - GF FY2025 Revenue Summary
Exhibit B - GF FY2025 Expenditure Summary
Exhibit C - GF FY2025 Summary
Exhibit D - UF FY2025 Revenue Summary
Exhibit E - UF FY2025 Expenditure Summary
Exhibit F - UF FY2025 Summary

CITY OF BOYNTON BEACH

Budget Status Report

General Fund & Utility Fund

FISCAL YEAR	PERIOD	STATUS
FY 2024–2025	Month 12 — September 30, 2025	Unaudited

Executive Summary

GF REVENUES	GF EXPENDITURES	GF SURPLUS	UTILITY SURPLUS
$136.7M	**$134.8M**	**$1.8M**	**$14.9M**
100% of budget	*99% of budget*	*vs. prior year surplus*	*vs. $8.5M prior year*

This report summarizes the adopted funding sources and expenditure budgets for the City of Boynton Beach's General Fund and Utility Fund through period twelve ended September 30, 2025 (100% of the fiscal year — unaudited). The analysis compares actual results for the current period to the annual budget, and actual results for the same period in FY 2023-24.

The General Fund yielded a $1.8M surplus for the period ending September 30, 2025, with revenues and transfers of $136.7M (100% of budget) against expenditures of $134.8M (99% of budget). The Utility Fund produced a surplus of approximately $14.9M, compared to $8.5M at the end of September 30, 2024.

General Fund

	FY2024-25			FY2023-24			FY2025 vs. FY2024	
	Annual Budget	Actual to Sep		Annual Budget	Actual to Sep		Budget %	Actual %
		Amount	%		Amount	%		
Revenue & Transfers	$136,508	$136,704	100%	$125,774	$129,416	103%	8.53%	5.63%
Expenditures	($136,508)	($134,879)	99%	($125,774)	($116,816)	93%	8.53%	15.46%
Excess (Deficit)	$0	$1,824		$0	$12,600			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a $1.8M surplus for the period ending Sep 30, 2025.

REVENUES & TRANSFERS (EXHIBIT A)

Property taxes and other revenues provide funding sources of $136.7M, or 100% of the total $136.5M General Fund budget for FY 2024-25. Transfers from other funds (non-revenues) provide $18.8M or 13.7% of the total funding sources. The three major estimated funding sources are:

- 42.8% — $58.5M: Property taxes less Tax Increment Financing to the CRA
- 43.5% — $59.4M: All other revenues plus General Fund Balance
- 13.7% — $18.8M: Transfers from other funds

The property tax rate for FY 2024-25 is 7.8000 mills, representing a decrease from the prior year rate of 7.8500 mills, and yielding net property taxes of $58.5M — a 6.01% increase or $3.3M over FY 2023-24.

At the end of FY 2024-25, revenues and transfers (plus budgeted fund balance adjustment) realized are $136.7M or 100% of budget, compared to $129.2M realized in FY 2023-24. The increases are due to Property Taxes, Fire Assessments, and interest earnings.

Funding Sources — FY 2024-25 Year-to-Date

Category	Annual Budget	YTD Actual	% Realized	Prior YTD
Property Taxes (net of TIF to CRA)	$58.8M	$58.5M	100%	$55.2M
Ad Valorem, net of discounts		*$58.5M*	*100%*	*$55.2M*
All Other Revenues & Fund Balance	$59.4M	$59.4M	100%	$48.5M
Transfers from Other Funds	$18.8M	$18.8M	100%	$25.4M
TOTAL FUNDING SOURCES	**$136.5M**	**$136.7M**	**100%**	**$129.2M**

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was $58.5M or 100% of $58.8M, as compared to $55.2M or 99.7% of $55.3M for FY 2023-24, as noted on Exhibit A.

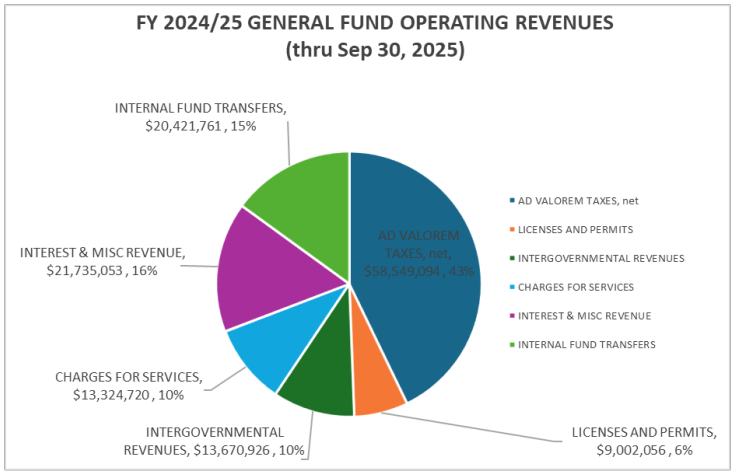


Figure 1 — General Fund Revenue by Category, FY 2024-25

EXPENDITURES (EXHIBIT B)

Appropriations increased approximately $10.7M or 8.53% from $125.7M to $136.5M. The budget increase was due primarily to wage increases and other operational costs.

General Fund expenditure is $134.8M for the period ending September 30, 2025, which is 99% of the $136.5M adopted for FY 2024-25. The increases are due to public safety operational costs, various contractual obligations, and early pension payments. Year-to-date through September 30, 2024, General Fund expenses were $116.8M (93% of that year's budget).

Expenditures — FY 2024-25 Year-to-Date

Category	Annual Budget	YTD Actual	% Expended	Prior YTD
General Government	$22.9M	$22.4M	97.5%	$20.3M
Public Safety	$89.2M	$89.6M	100.6%	$76.2M
Building & Development	$3.9M	$3.4M	87.1%	$3.9M
Public Works	$8.1M	$7.9M	97.3%	$5.4M
Leisure Services	$12.2M	$11.6M	94.7%	$10.9M
TOTAL EXPENDITURES	**$136.5**	**$134.8**	**99%**	**$116.8**

SUMMARY (EXHIBIT C)

Statement of Revenues & Expenditures – General Fund. Comparative Budget to Actual. Exhibit C

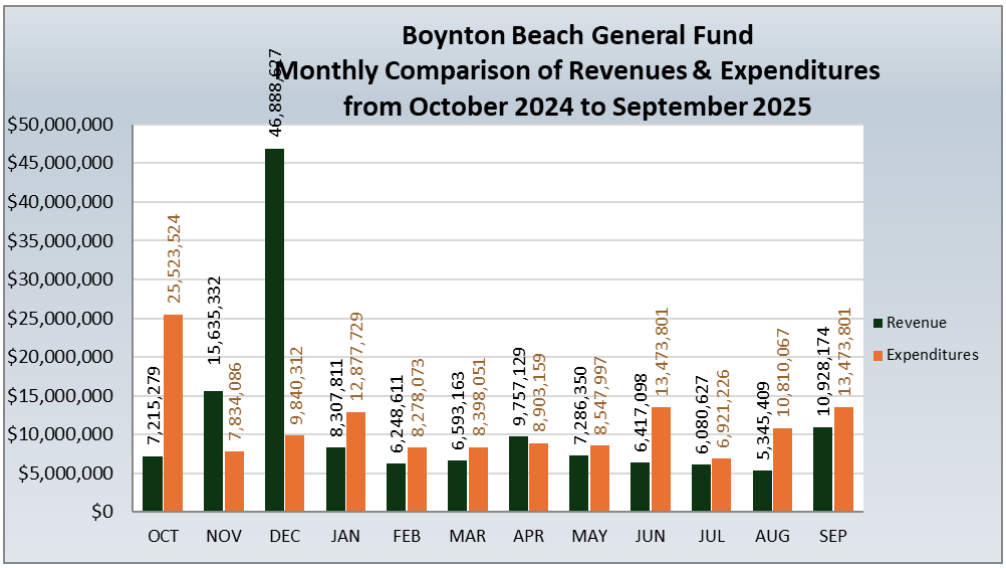


Figure 2 — General Fund Expenditures by Category, FY 2024-25 vs. FY 2023-24

Utility Fund

	FY2024-25			FY2023-24			FY2025 vs. FY2024	
	Annual Budget	Actual to Sep Amount	Actual to Sep %	Annual Budget	Actual to Sep Amount	Actual to Sep %	Budget %	Actual %
Revenue & Transfers	$ 62,702	$67,400	107%	$60,381	$60,292	100%	3.84%	11.79%
Expenditures	$ (62,702)	($52,490)	84%	($60,381)	($51,724)	86%	3.84%	1.48%
Excess (Deficit)	$0	$14,910		$0	$8,568			

The FY 2024-25 annual expenditure budget of $62.7M represents a $2.3M or 3.8% increase over the FY 2023-24 budget of $60.3M (see Exhibit D). This resulted in revenues in excess of expenditures, yielding a surplus of approximately $14.9M, compared to $8.5M at the end of September 30, 2024.

- Utility Revenues realized: $67.4M (107% of annual budget)
- Utility Expenditures incurred: $52.5M (84% of the appropriated budget)
- Net surplus for FY 2024-25: approximately $14.9M

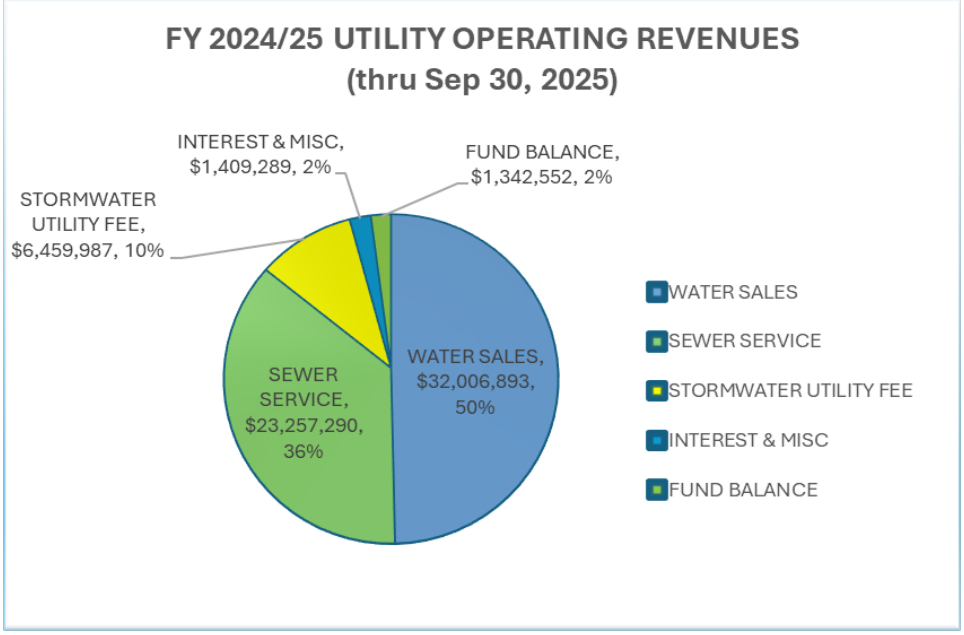


Figure 3 — Utility Fund Revenue by Category, FY 2024-25

REVENUES (EXHIBIT D)

Utility Revenue — FY 2024-25 Year-to-Date

Revenue Category	Annual Budget	YTD Actual	% Realized	Prior YTD
Charge for Services	$60.5M	$61.7M	101.9%	$57.8M
Miscellaneous Revenue	$0.8M	$4.3M	519%	$1.2M
Other Sources (Transfers)	$1.3M	$1.3M	100%	$1.6M
TOTAL UTILITY REVENUES	**$62.7M**	**$67.4M**	**107%**	**$60.7M**

EXPENDITURES (EXHIBIT E)

Utility Fund FY 2024-25 expenditures are $52.5M or 84% of the annual appropriation of $62.7M, compared to expenditures of $51.7M or 86% for the prior fiscal year.

Utility Expenditures — FY 2024-25 Year-to-Date (in $ thousands)

Category	Annual Budget	YTD Actual	% Expended	Prior YTD
Utility Operations (combined)	$62.7M	$52.5M	84%	$51.7M
TOTAL UTILITY EXPENDITURES	**$62.7M**	**$52.5M**	**84%**	**$51.7M**

SUMMARY (EXHIBIT F)

Statement of Revenues & Expenditures – Utility Fund. Comparative Budget to Actual.

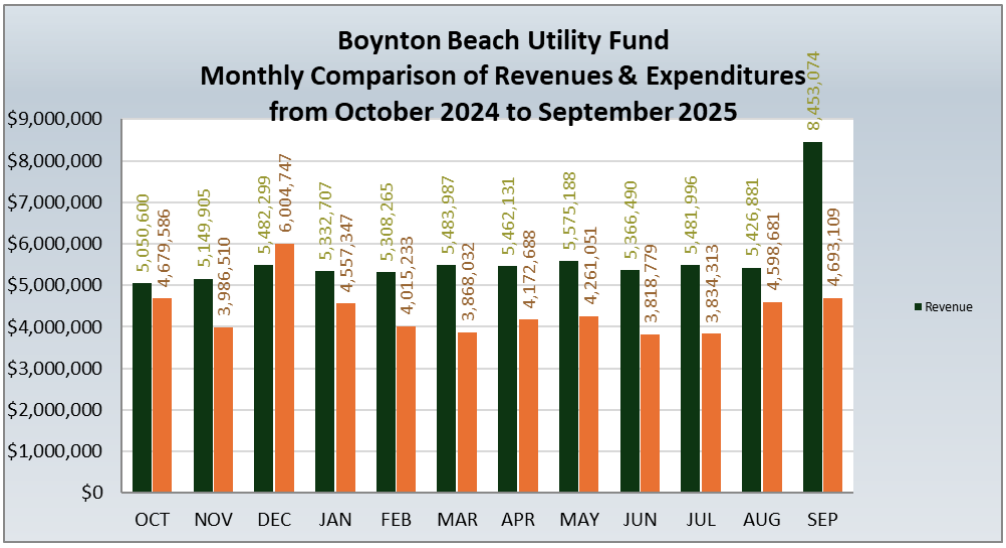


Figure 4 — Utility Fund Revenue vs. Expenditures through September 2025

Notes & Disclosures

This financial information is unaudited and presented for internal management purposes only. Figures are subject to change pending year-end closing entries, audit adjustments, and accruals. All dollar amounts are presented in millions unless otherwise noted. Figures are rounded to the nearest hundred thousand.

- Fiscal year runs from October 1 through September 30.
- This report covers periods one to twelve, the final period of FY 2024-25.
- Budget figures reflect the adopted budget as amended through September 30, 2025.
- Property tax rate for FY 2024-25: 7.8000 mills (prior year: 7.8500 mills).
- The annual budget structure provides and controls the resources for City programs and services.
- These figures don’t include depreciation.

PREPARED BY	REPORT DATE
City of Boynton Beach Finance Department	September 30, 2025 FY 2024-25

EXHIBIT A

CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended Sep 30, 2025 (100% of Fiscal Year 2025) - Unaudited

REVENUES						
ACCOUNTS	FY 2024-25 BUDGET APPROVED	FY 2024-25 TO DATE		FY 2023-24 BUDGET APPROVED	FY 2023-24 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
AD VALOREM TAXES, net	$ 74,359,414	$ 74,101,279	100%	$ 69,183,964	$ 68,930,964	100%
LESS TIF TAXES TO CRA	$ (15,552,185)	$ (15,552,185)	100%	$ (13,801,823)	$ (13,701,163)	99%
NET TAXES TO THE CITY	$ 58,807,229	$ 58,549,094	100%	$ 55,382,141	$ 55,229,801	100%
LICENSES AND PERMITS						
BUSINESS TAXES	$ 1,730,300	$ 2,707,761	156%	$ 1,780,300	$ 1,575,516	88%
BUILDING PERMITS	$ 160,000	$ 231,173 *	144%	$ 190,000	$ 211,461	111%
FRANCHISE FEES	$ 5,867,000	$ 5,974,472	102%	$ 5,197,000	$ 5,844,392	112%
OTHR LICENSES, FEES & PER	$ 117,000	$ 88,650	76%	$ 160,000	$ 104,629	65%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	$ 440,000	$ 40,911	9%	$ 50,000	$ 34,661	69%
STATE SHARED REVENUES	$ 12,501,612	$ 12,806,741	102%	$ 12,255,000	$ 12,577,713	103%
SHRD REV FROM OTHR LCL	$ 475,000	$ 823,274	173%	$ 330,000	$ 422,909	128%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	$ 210,000	$ 211,572	101%	$ 195,500	$ 210,137	107%
CHRGS-GENERAL GOVT	$ 952,300	$ 1,122,130	118%	$ 606,500	$ 718,352	118%
PUBLIC SAFETY	$ 14,695,500	$ 11,020,638	75%	$ 8,318,000	$ 10,178,967	122%
PHYSICAL ENVIRONMENT	$ 13,500	$ 24,045	178%	$ 15,000	$ 24,205	161%
CULTURE/RECREATION	$ 1,105,500	$ 946,335	86%	$ 1,392,060	$ 1,060,899	76%
INTEREST & MISC REVENUE						
LIBRARY FINES	$ 5,000	$ 8,661	173%	$ 12,800	$ 261	2%
VIOLATIONS LOCAL ORD.	$ 454,000	$ 527,419	116%	$ 470,000	$ 596,482	127%
INTEREST EARNINGS	$ 1,045,000	$ 2,002,439	192%	$ 317,000	$ 1,904,950	601%
RENTS AND ROYALTIES	$ 611,800	$ 737,374	121%	$ 632,840	$ 688,343	109%
SPECIAL ASSESSMENTS	$ 8,455,618	$ 8,453,006	100%	$ 6,971,000	$ 7,026,653	101%
SALE OF SURPLUS MATERIAL	$ 3,000	$ 4,167	139%	$ 3,000	$ 4,151	138%
CONTRIBUTIONS	$ 35,000	$ 9,500	0%	$ 184,000	$ -	0%
OTHER MISC. REVENUE	$ 8,402,000	$ 9,992,487	119%	$ 4,841,815	$ 5,326,946	110%
INTERNAL FUND TRANSFERS						
TRANSFERS	$ 18,770,261	$ 18,770,261	100%	$ 26,239,627	$ 25,444,047	97%
FUND BALANCE APPROPRIATED	$ 1,651,500	$ 1,651,500	100%	$ 230,319	$ 230,319	100%
Total Revenues	$ 136,508,120	$ 136,703,610	100%	$ 125,773,902	$ 129,415,794	103%
	$ -					

** actual building revenue will be reclass to the Building Fund.*

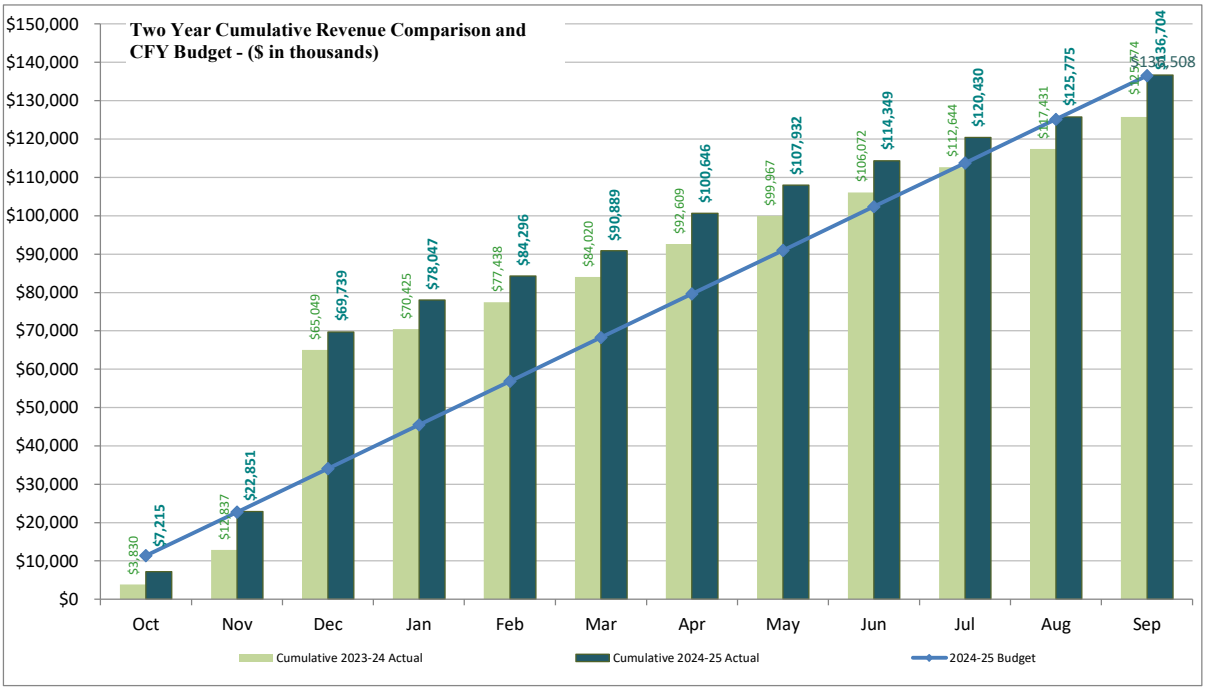


EXHIBIT B

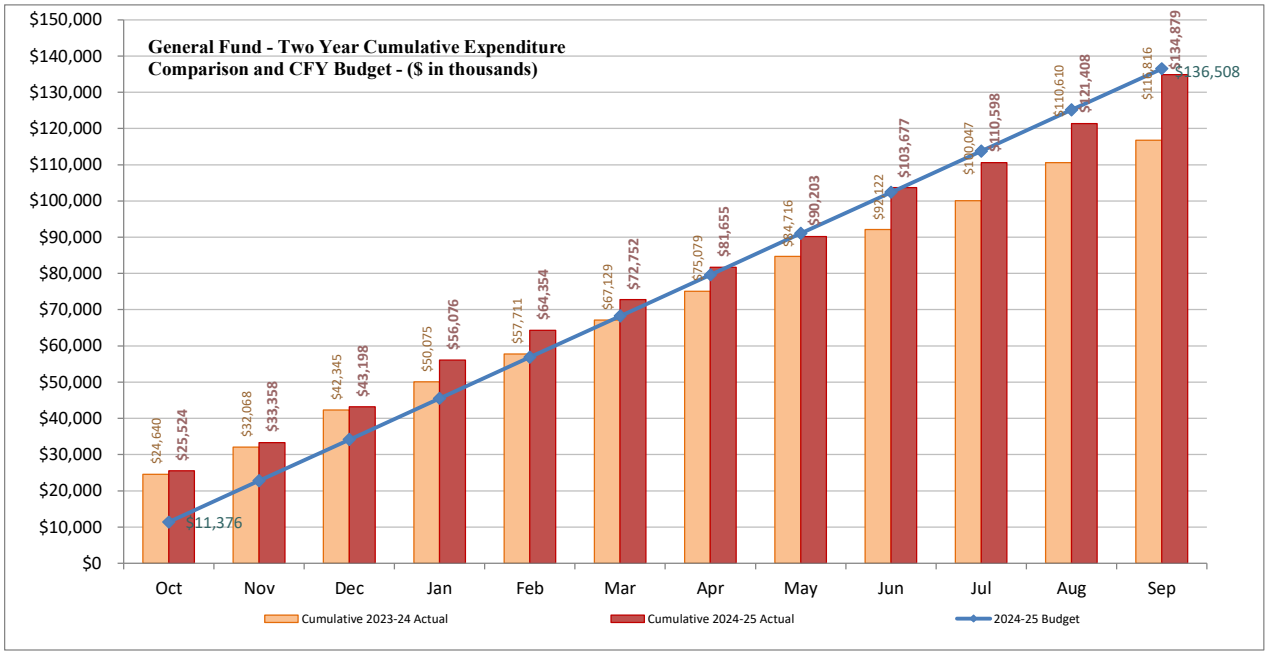
CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended Sep 30, 2025 (100% of Fiscal Year 2025) - Unaudited

EXPENDITURES						
ACCOUNTS	FY 2024-25 BUDGET APPROVED	FY 2024-25 TO DATE EXPENDED	% EXPENDED	FY 2023-24 BUDGET APPROVED	FY 2023-24 TO DATE EXPENDED	% EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	$ 473,399	$ 478,871	101%	$ 407,075	$ 403,891	99%
CITY MANAGER	$ 881,248	$ 874,768	99%	$ 1,043,035	$ 1,035,245	99%
CITY HALL/GEN. ADMIN.	$ 3,347,262	$ 3,407,664	102%	$ 3,771,961	$ 3,934,319	104%
MARKETING	$ 196,379	$ 149,830	76%	$ 222,537	$ 190,009	85%
SPECIAL EVENTS	$ 1,596,398	$ 1,556,806	98%	$ 1,195,027	$ 1,198,579	100%
TOWN SQUARE	$ 4,558,631	$ 4,557,113	100%	$ 4,483,181	$ 4,276,899	95%
PUBLIC AFFAIRS	$ 459,552	$ 397,938	87%	$ 362,721	$ 349,309	0%
DEPT INTERNAL INVESTIGATN	$ 607,121	$ 584,856	96%	$ 379,930	$ 390,669	103%
REAL ESTATE &SPECIAL PROJ	$ 198,842	$ 170,619	86%	$ -	$ 72	#DIV/0!
CITY CLERK	$ 940,817	$ 869,684	92%	$ 822,367	$ 784,634	95%
FINANCIAL SERVICES	$ 2,519,881	$ 2,430,121	96%	$ 2,195,928	$ 2,134,737	97%
INNOVATION & TECH SOLUTNS	$ 3,683,105	$ 3,473,972	94%	$ 3,569,305	$ 3,029,536	85%
HUMAN RESOURCES	$ 1,680,439	$ 1,483,526	88%	$ 1,459,136	$ 1,303,198	89%
ADA & INCLUSION	$ -	$ -	0%	$ 12,713	$ 8,110	64%
CITY ATTORNEY	$ 1,795,752	$ 1,708,246	95%	$ 1,305,497	$ 1,255,466	96%
PUBLIC SAFETY						
UNIFORM SERVICES	$ 23,375,355	$ 23,343,910	100%	$ 21,893,841	$ 21,364,208	98%
OFFICE OF THE CHIEF	$ 7,054,692	$ 6,851,186	97%	$ 7,201,508	$ 7,159,974	99%
SUPPORT SERVICES	$ 17,104,220	$ 17,252,559	101%	$ 16,118,685	$ 15,501,631	96%
FIRE	$ 41,555,598	$ 42,215,749	102%	$ 36,052,258	$ 32,196,305	89%
EMERGENCY MANAGEMENT	$ 32,181	$ 1,669	5%	$ 30,425	$ 24,869	82%
BUILDING & DEVELOPMENT						
DEVELOPMENT	$ 423,353	$ 373,938	88%	$ 431,797	$ 375,693	87%
CODE ENFORCEMENT	$ 1,434,462	$ 1,229,799	86%	$ 1,461,604	$ 1,408,381	96%
ENGINEERING	$ 401,493	$ 268,083	67%	$ 751,998	$ 552,438	73%
PLANNING & ZONING	$ 1,084,711	$ 986,658	91%	$ 1,084,945	$ 1,051,042	97%
ECONOMIC DEVELOPMENT	$ 625,310	$ 601,114	96%	$ 546,198	$ 518,628	95%
PUBLIC WORKS						
PUBLIC WORKS ADMIN	$ 278,330	$ 280,255	101%	$ 393,859	$ 277,826	71%
FACILITIES MANAGEMENT	$ 3,333,314	$ 3,195,948	96%	$ 2,787,265	$ 2,441,545	88%
BEAUTIFICATION & STREETS	$ 2,542,038	$ 2,543,396	100%	$ 2,158,935	$ 1,980,786	92%
PARKING SERVICES	$ 1,076,117	$ 1,073,793	100%	$ 945,465	$ 673,581	71%
CONSTRUCTION SERVICES	$ 952,634	$ 874,528	92%	$ 11,550	$ 11,068	96%
LEISURE SERVICES						
LIBRARY	$ 2,803,658	$ 2,769,391	99%	$ 2,690,532	$ 2,588,322	96%
SCHOOLHOUSE MUSEUM SERV	$ 254,246	$ 219,368	86%	$ 265,604	$ 229,777	87%
RECREATION &CULTURAL SRVS	$ 423,450	$ 417,369	99%	$ 750	$ -	0%
RECREATION	$ 3,066,817	$ 2,880,853	94%	$ 3,591,207	$ 3,467,871	97%
WOMEN'S CLUB	$ 103,500	$ 21,576	21%	$ 68,500	$ 16,675	0%
ARTS & CULTURAL CENTER	$ 1,001,882	$ 730,748	73%	$ 1,023,161	$ 729,077	0%
PARKS & GROUNDS	$ 4,641,933	$ 4,560,751	98%	$ 5,033,402	$ 4,448,487	88%
CRA REIMB & RESERVES & LEASES	$ -	$ 42,660		$ -	$ (497,344)	
Total Expenditures	$ 136,508,120	$ 134,879,315	99%	$ 125,773,902	$ 116,815,513	93%



CITY OF BOYNTON BEACH, FLORIDA

STATEMENT OF REVENUES & EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

FY24/25 MONTHLY ANALYSIS

EXHIBIT C

	CURRENT	FY TO DATE	ACTUAL											
REVENUES - 001 (General Fund)	BUDGET	ACTUAL	OCT	NOV	DEC (Period 3)	JAN	FEB	MAR (Period 6)	APR	MAY	JUN (Period 9)	JUL	AUG	SEPT (Period 12)
310 TAXES	$ 60,537,529	**$ 61,256,855**	$ 1,232,908	$ 9,830,678	$ 37,842,128	$ 2,174,583	$ 1,931,547	$ 1,143,051	$ 3,396,889	$ 755,914	$ 334,915	$ 1,397,552	$ 563,903	$ 652,786
320 LICENSES AND PERMITS	$ 6,144,000	**$ 6,294,296**	$ 604,887	$ 590,837	$ (572,474)	$ 466,190	$ 413,022	$ 422,287	$ 436,702	$ 421,672	$ 462,334	$ 525,076	$ 653,079	$ 1,870,685
330 INTRGOVTL RENENUE	$ 13,626,612	**$ 13,882,498**	$ 1,675,915	$ 1,481,783	$ (392,913)	$ 997,847	$ 1,124,232	$ 628,776	$ 1,777,077	$ 482,851	$ 1,083,765	$ 1,029,362	$ 1,511,446	$ 2,482,357
340 CHARGES FOR SERVICES	$ 16,766,800	**$ 13,113,147**	$ 1,618,044	$ 822,707	$ 2,047,794	$ 659,735	$ 588,077	$ 2,077,618	$ 1,298,258	$ 855,774	$ 777,125	$ 934,284	$ 765,628	$ 668,103
350 FINES AND FORFEITURES	$ 459,000	**$ 536,080**	$ 58,622	$ 30,293	$ 4,497	$ 14,382	$ 60,297	$ 36,577	$ 107,303	$ 62,953	$ 66,787	$ 45,268	$ (18,739)	$ 67,841
360 MISCELLANEOUS REVENUE	$ 18,552,418	**$ 21,198,972**	$ 323,089	$ 1,177,221	$ 6,257,782	$ 2,293,261	$ 429,621	$ 583,041	$ 1,039,087	$ 3,005,373	$ 1,990,359	$ 447,271	$ 168,278	$ 3,484,589
380 TRANSFERS	$ 18,770,261	**$ 18,770,261**	$ 1,564,188	$ 1,564,188	$ 1,564,188	$ 1,564,188	$ 1,564,188	$ 1,564,188	$ 1,564,188	$ 1,564,188	$ 1,564,188	$ 1,564,188	$ 1,564,189	$ 1,564,188
380 NON OPERATING SOURCES	$ 1,651,500	**$ 1,651,500**	$ 137,625	$ 137,625	$ 137,625	$ 137,625	$ 137,625	$ 137,625	$ 137,625	$ 137,625	$ 137,625	$ 137,625	$ 137,625	$ 137,625
Total Revenues	**$ 136,508,120**	**$ 136,703,609**	**$ 7,215,279**	**$ 15,635,332**	**$ 46,888,627**	**$ 8,307,811**	**$ 6,248,611**	**$ 6,593,163**	**$ 9,757,129**	**$ 7,286,350**	**$ 6,417,098**	**$ 6,080,627**	**$ 5,345,409**	**$ 10,928,174**
EXPENDITURES - 001 (General Fund)														
Total Expenditures	**$ 136,508,120**	**$ 134,879,315**	**$ 25,523,524**	**$ 7,834,086**	**$ 9,840,312**	**$ 12,877,729**	**$ 8,278,073**	**$ 8,398,051**	**$ 8,903,159**	**$ 8,547,997**	**$ 13,473,801**	**$ 6,921,226**	**$ 10,810,067**	**$ 13,471,290**
Net Change		**$ 1,824,294**	**$ (18,308,246)**	**$ 7,801,246**	**$ 37,048,315**	**$ (4,569,918)**	**$ (2,029,462)**	**$ (1,804,888)**	**$ 853,970**	**$ (1,261,647)**	**$ (7,056,703)**	**$ (840,600)**	**$ (5,464,658)**	**$ (2,543,116)**

FY24/25 MONTHLY ANALYSIS

	Revenue	Expenditures
OCT	$ 7,215,279	$ 25,523,524
NOV	$ 15,635,332	$ 7,834,086
DEC	$ 46,888,627	$ 9,840,312
JAN	$ 8,307,811	$ 12,877,729
FEB	$ 6,248,611	$ 8,278,073
MAR	$ 6,593,163	$ 8,398,051
APR	$ 9,757,129	$ 8,903,159
MAY	$ 7,286,350	$ 8,547,997
JUN	$ 6,417,098	$ 13,473,801
JUL	$ 6,080,627	$ 6,921,226
AUG	$ 5,345,409	$ 10,810,067
SEP	$ 10,928,174	$ 13,471,290
	$ 136,703,609	$ 134,879,315

Note: Major contributors to the surplus are Property Taxes and Special Assessments, part of the Misc. Revenues category. Annually both these source of revenues are mostly collected early in the Fiscal Year.

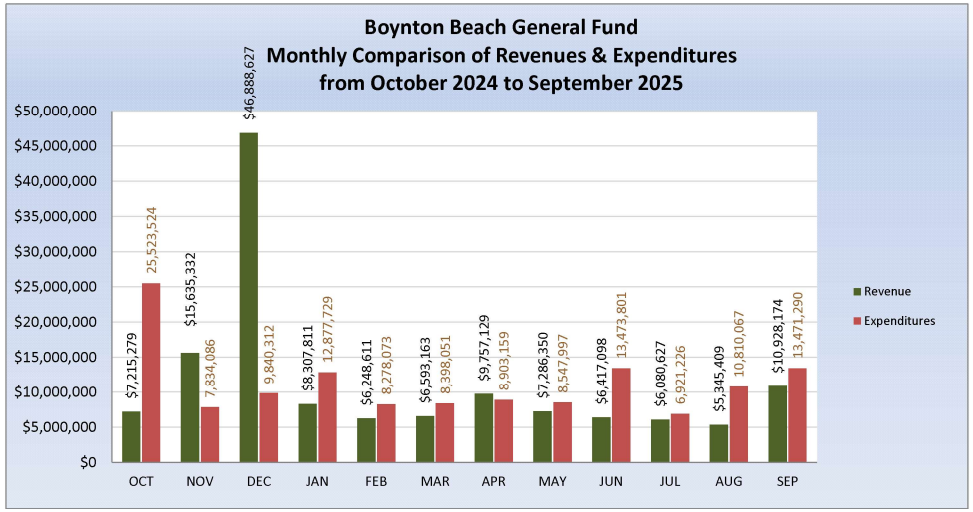


EXHIBIT D

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended Sep 30, 2025 (100% of Fiscal Year 2025) - Unaudited

REVENUES						
ACCOUNTS	FY 2024-25 ADOPTED BUDGET	FY 2024-25 TO DATE REVENUE REALIZED	FY 2024-25 TO DATE % REALIZED	FY 2023-24 BUDGET APPROVED	FY 2023-24 TO DATE REVENUE REALIZED	FY 2023-24 TO DATE % REALIZED
WATER SALES	$ 29,550,000	$ 29,860,956	101%	$ 28,050,000.00	$ 27,074,808.00	97%
WATER CONNECTION FEE	$ 20,000	$ 22,405	112%	$ 20,000	$ 13,740	69%
WATER SERVICE CHARGE	$ 750,000	$ 1,044,833	139%	$ 750,000	$ 794,289	106%
WTR-BACKFLOW PREVNTR TEST	$ 45,000	$ 13,740	31%	$ 45,000	$ 38,945	87%
RECLAIMED WATER SALES	$ 550,000	$ 732,672	133%	$ 449,375	$ 565,965	126%
DISTRICT ENERGY PLANT	$ 350,000	$ 303,071	87%	$ 350,000	$ 347,243	99%
WATER CANAL ASSESSMENT	$ 11,440	$ -	0%	$ 11,440	$ 7,206	63%
SEWER SERVICE	$ 22,603,000	$ 23,257,290	103%	$ 22,003,000	$ 22,546,299	102%
STORMWATER UTILITY FEE	$ 6,600,000	$ 6,459,987	98%	$ 6,600,000	$ 6,421,598	97%
TELEVISE SEWER LINES	$ 11,590	$ -	0%	$ 11,590	$ -	0%
FEES	$ 33,142	$ 29,216	88%	$ 34,460	$ 730	2%
INTEREST INCOME	$ 500,000	$ 1,339,361	268%	$ 300,000	$ 1,050,834	350%
SALE OF SURPLUS MATERIAL	$ 20,000	$ 22,208	111%	$ 3,500	$ 27,072	773%
OCEAN RGE UT TAX ADM CHG	$ 900	$ 1,557	173%	$ 900	$ 1,224	136%
LAKE WORTH WATER SEWER	$ 4,000	$ 39,525	988%	$ 4,000	$ 15,243	381%
LAKE IDA WATER QUALITY	$ -	$ -	0%	$ 14,500	$ -	0%
INSURANCE REIMBURSEMENT	$ 10,000	$ 6,470	65%	$ -	$ 37,907	0%
ARPA INTERN	$ -	$ -	0%	$ -	$ 19,915	0%
MISCELLANEOUS INCOME	$ 300,000	$ 6,638	2%	$ 50,000	$ 66,729	133%
SETTLEMENTS	$ -	$ 2,917,413	0%			
NET ASSETS APPROPR	$ 1,342,552	$ 1,342,552	100%	$ 1,682,939	$ 1,682,939	100%
TOTAL REVENUES	$ 62,701,624	$ 67,399,894	107%	$ 60,380,704	$ 60,712,686	101%
	0					

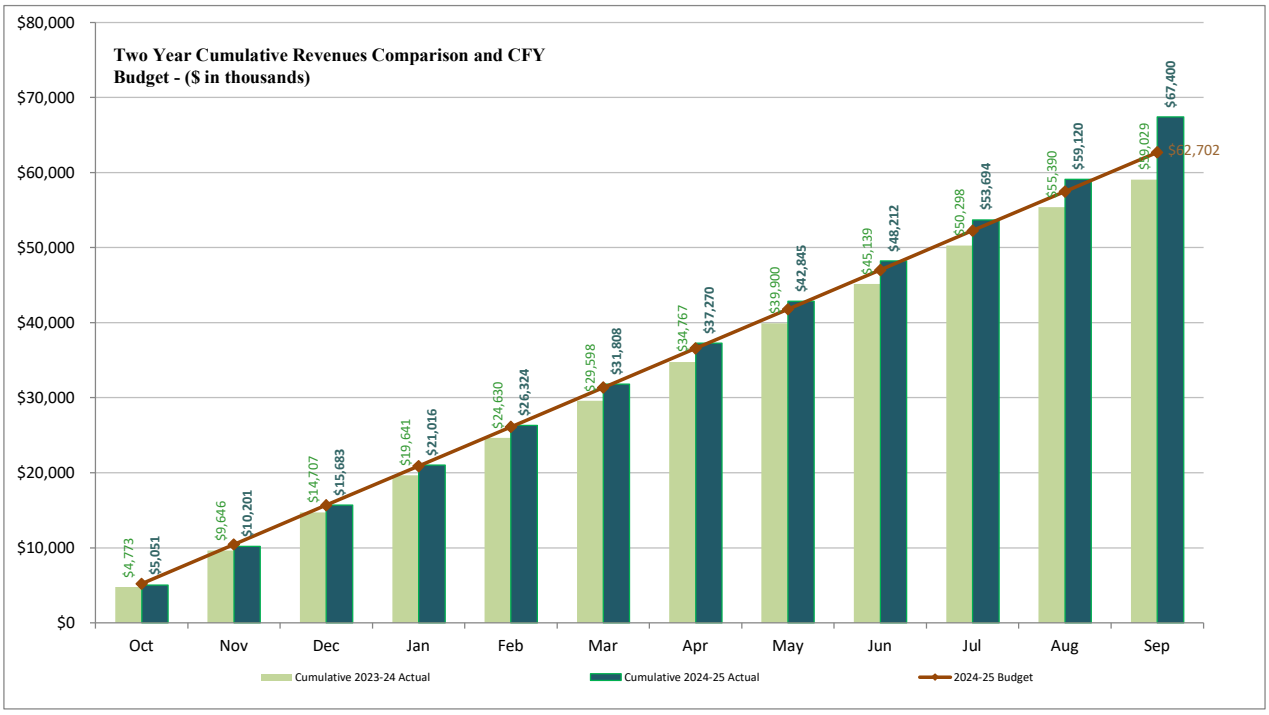


EXHIBIT E

CITY OF BOYNTON BEACH, FLORIDA

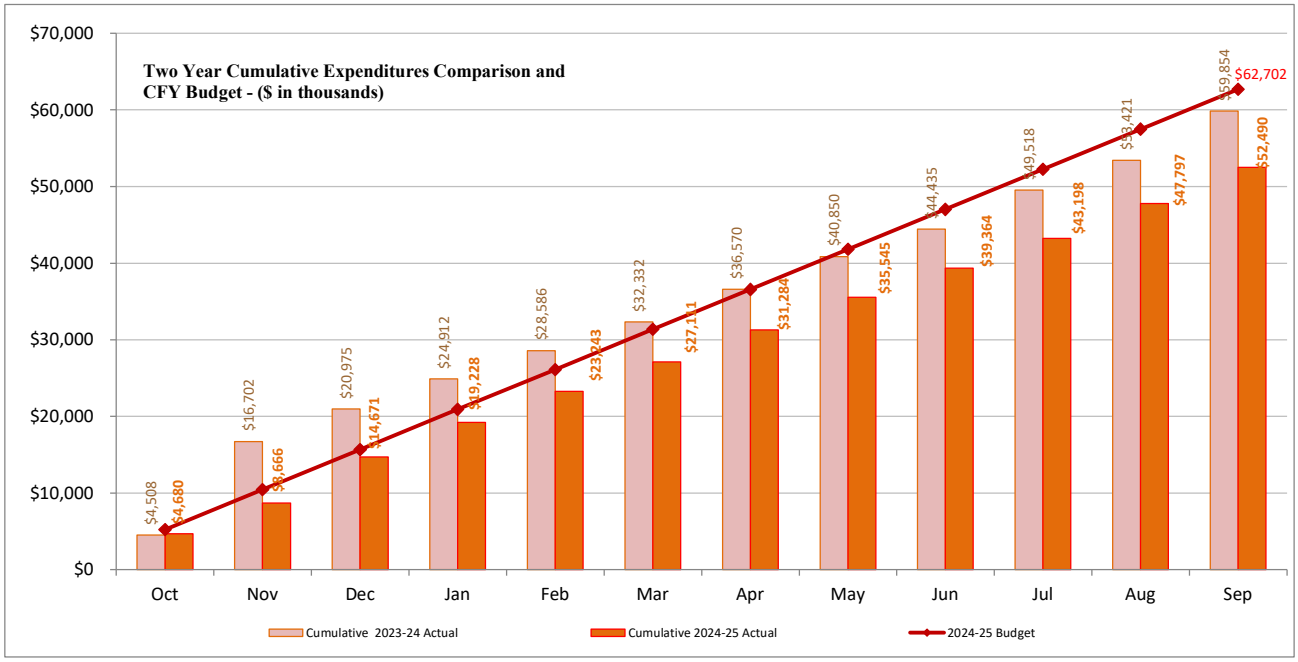
UTILITY FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended Sep 30, 2025 (100% of Fiscal Year 2025) - Unaudited

EXPENDITURES						
ACCOUNTS	FY 2024-25 ADOPTED BUDGET	FY 2024-25 TO DATE EXPENDED	FY 2024-25 TO DATE % EXPENDED	FY 2023-24 BUDGET APPROVED	FY 2023-24 TO DATE EXPENDED	FY 2023-24 TO DATE % EXPENDED
DISTRICT ENERGY PLANT	$ 584,856	$ 427,147	73%	$ 593,575	$ 478,263	81%
WATER DISTRIBUTION	$ 2,202,707	$ 2,164,131	98%	$ 1,871,578	$ 1,841,190	98%
PUBLIC WATER TREATMENT	$ 9,795,467	$ 8,401,796	86%	$ 8,756,406	$ 7,877,133	90%
METER READING & SERVICES	$ 1,778,281	$ 1,657,921	93%	$ 1,539,154	$ 1,526,220	99%
WASTEWATER COLLECTION	$ 2,157,059	$ 1,749,801	81%	$ 1,982,135	$ 1,730,752	87%
WASTEWATER PUMPING STATNS	$ 2,961,521	$ 2,860,494	97%	$ 3,098,890	$ 3,017,359	97%
SEWAGE TREATMENT	$ 6,147,973	$ 6,132,219	100%	$ 6,204,300	$ 6,155,663	99%
WATER QUALITY	$ 673,500	$ 628,794	93%	$ 697,553	$ 585,885	84%
UTILITY ADMINISTRATION	$ 23,439,588	$ 22,562,567	96%	$ 23,105,642	$ 22,528,247	98%
UTILITES ENGINEERING	$ 2,433,721	$ 2,378,313	98%	$ 2,028,471	$ 2,008,795	99%
STORMWATER MAINTENANCE	$ 1,789,373	$ 1,558,144	87%	$ 1,794,328	$ 1,792,541	100%
CUSTOMER RELATIONS	$ 1,094,429	$ 944,425	86%	$ 1,056,415	$ 902,157	85%
DEBT SERVICE*	$ 7,643,149	$ 1,024,323	13%	$ 7,652,257	$ 1,280,113	17%
LOCAL GRANTS	$ -	$ -	0%	$ -	$ -	0%
Total Expenditures	$ 62,701,624	$ 52,490,075	84%	$ 60,380,704	$ 51,724,318	86%

* *adjusted to reflect Principal payments*



CITY OF BOYNTON BEACH, FLORIDA

STATEMENT OF REVENUES & EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

FY24/25 MONTHLY ANALYSIS

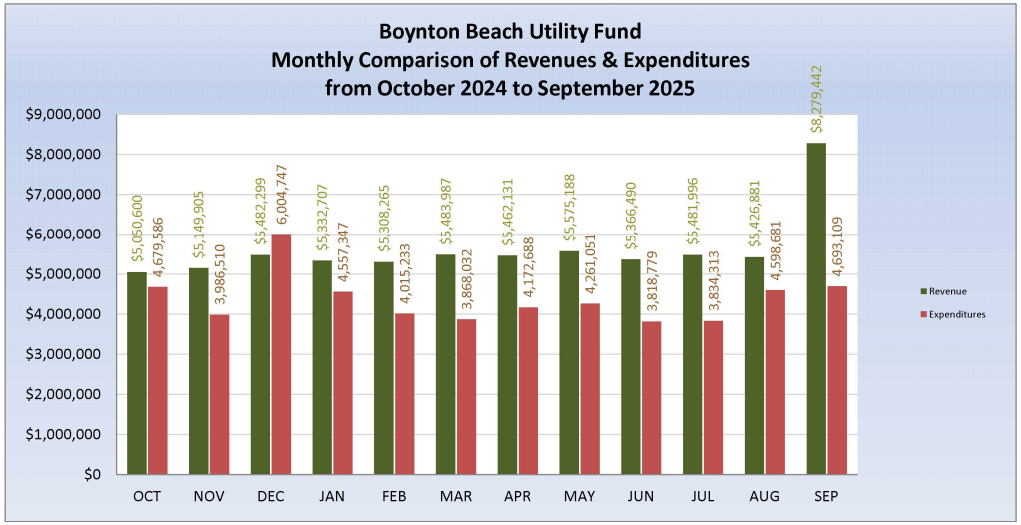
EXHIBIT F

	CURRENT BUDGET	FY TO DATE TOTAL		ACTUAL OCT	NOV	DEC (P03)	JAN	FEB	MAR (P06)	APR	MAY	JUN (P09)	JUL	AUG	SEPT (P12)
REVENUES - 401 (Utility Fund)															
340 CHARGES FOR SERVICES	$60,524,172	**$61,724,170**	$1	$4,727,312	$4,950,102	$5,265,934	$5,097,008	$5,099,161	$5,120,083	$5,262,558	$5,347,049	$5,182,093	$5,282,294	$5,238,185	$5,152,392
360 MISCELANEOUS. REVENUE	$834,900	**$4,333,171**	$5	$211,409	$87,924	$104,486	$123,820	$97,225	$252,025	$87,694	$116,260	$72,518	$87,822	$76,817	$3,015,171
380 OTHER SOURCES	$1,342,552	**$1,342,552**	$1	$111,879	$111,879	$111,879	$111,879	$111,879	$111,879	$111,879	$111,879	$111,879	$111,879	$111,879 #	$111,879
Total Revenues	**$62,701,624**	**$67,399,893**	$1	**$5,050,600**	**$5,149,905**	**$5,482,299**	**$5,332,707**	**$5,308,265**	**$5,483,987**	**$5,462,131**	**$5,575,188**	**$5,366,490**	**$5,481,996**	**$5,426,881**	**$8,279,442**
EXPENDITURES - 401 (Utility Fund)															
Total Expenditures	**$62,701,624**	**$52,490,075**	$1	**$4,679,586**	**$3,986,510**	**$6,004,747**	**$4,557,347**	**$4,015,233**	**$3,868,032**	**$4,172,688**	**$4,261,051**	**$3,818,779**	**$3,834,313**	**$4,598,681**	**$4,693,109**
Net Change		**$14,909,817**		**$371,014**	**$1,163,395**	**-$522,448**	**$775,360**	**$1,293,032**	**$1,615,955**	**$1,289,443**	**$1,314,137**	**$1,547,711**	**$1,647,683**	**$828,200**	**$3,586,333**

FY24/25 MONTHLY ANALYSIS 0

	Revenue	Expenditures	
OCT	$5,050,600	$4,679,586	
NOV	$5,149,905	$3,986,510	Debt payment
DEC	$5,482,299	$6,004,747	
JAN	$5,332,707	$4,557,347	
FEB	$5,308,265	$4,015,233	
MAR	$5,483,987	$3,868,032	
APR	$5,462,131	$4,172,688	
MAY	$5,575,188	$4,261,051	
JUN	$5,366,490	$3,818,779	
JUL	$5,481,996	$3,834,313	
AUG	$5,426,881	$4,598,681	
SEP	$8,279,442	$4,693,109	*
	$67,399,893	$52,490,075	

*excludes debt principal payment and includes depreciation (not budgeted)



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-061- Approve and authorize the Police Department to apply for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $28,243.00, and if awarded, authorize the City to accept the Grant and authorize the Mayor to sign all documents associated with the grant, subject to review by the City Attorney's office.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-061.

Explanation of Request:

The Boynton Beach Police Department is applying for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. If awarded, the funding will support the continuation of Year 2 of the department's Guardian and AXON AIR programs.

The department continues to face increasing demands for rapid response, enhanced situational awareness, and real-time intelligence during critical incidents, including missing persons cases, fleeing suspects, large-scale public events, and emergency response situations. Without advanced aerial and monitoring technologies, officers may be required to enter high-risk environments with limited visibility, increasing potential safety risks and reducing operational effectiveness.

Additionally, the growing reliance on digital evidence in criminal investigations requires secure, scalable, and compliant storage solutions. This grant will allow the department to sustain and expand its use of these technologies, ensuring continuity of operations and alignment with modern policing practices.

How will this affect city programs or services?

This grant will support the continued enhancement of public safety services without impacting the City's General Fund. If awarded, the funding will enable the department to maintain and expand its use of aerial drone technology and real-time intelligence platforms.

These tools will improve the department's ability to respond to incidents efficiently and safely, enhance situational awareness, and support operations such as search and rescue, disaster response, perimeter security, and crime scene documentation. Additionally, expanded digital evidence storage capabilities will improve investigative processes and coordination with prosecutors.

Overall, applying for this grant supports the City's commitment to innovative, technology-driven policing and improved services.

Account Line Item and Description: Grant funding, if awarded, will be used to support Year 2 continuation of Guardian and AXON AIR programs. Account number to be created once awarded.

Fiscal Impact:

There is no immediate fiscal impact associated with this request, as the department is applying for grant funding under the JAG 2025 program.

If awarded, the total estimated grant funding of $28,243.00 will be used to procure three Guardian RF Scout subscriptions and AXON Air R10 units, enhancing operational capabilities and effectiveness.

Attachments:
R26-021 Agenda_Item__4504-2026_Resolution_for_Edward_Byrne_Memorial_Justice_Assistance_Grant__JAG_.docx
JAG 2025 Solicitation.pdf
local-jag-ce-certification (3).pdf

RESOLUTION NO. R26-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND APPROVING THE CITY'S APPLICATION FOR THE FISCAL YEAR 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF $28,243.00, AND IF AWARDED, AUTHORIZING THE CITY TO ACCEPT THE GRANT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program; and

WHEREAS, the Bureau of Justice Assistance seeks to award Edward Byrne Memorial Justice Assistance Grant Program funds to eligible units of local government; and

WHEREAS, the Boynton Beach Police Department is applying for the Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant Program. If awarded, the funding will support the continuation of Year 2 of the department's Guardian and AXON AIR programs; and

WHEREAS, the department continues to face increasing demands for rapid response, enhanced situational awareness, and real-time intelligence during critical incidents, including missing persons cases, fleeing suspects, large-scale public events, and emergency response situations. Without advanced aerial and monitoring technologies, officers may be required to enter high-risk environments with limited visibility, increasing potential safety risks and reducing operational effectiveness; and

WHEREAS, additionally, the growing reliance on digital evidence in criminal investigations requires secure, scalable, and compliant storage solutions. This grant will allow the department to sustain and expand its use of these technologies, ensuring continuity of operations and alignment with modern policing practices; 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 authorize and approve the city's application for the Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant in the amount of

$28,243.00, and if awarded, authorize the City to accept the Grant and authorize the Mayor to sign all 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 approve the city's application for the Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant in the amount of $28,243.00, and if awarded, authorize 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. R26-061

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

OMB No. 1121-0329
Approval Expires 2/28/2027

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation
Assistance Listing Number 16.738
Grants.gov Opportunity Number: O-BJA-2024-172239
Solicitation Release Date: September 4, 2024
Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on December 4, 2024
Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on December 6, 2024

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Synopsis

Program Description Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the JAG Fact Sheet and/or JAG Frequently Asked Questions (FAQs).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Funding Category

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1—Applicants with eligible allocation amounts of less than $25,000	587	$9,041,009	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2—Applicants with eligible allocation amounts of $25,000 or more	553	$75,880,039	10/1/2023	48

Eligibility

- Special district governments
- City or township governments
- County governments
- Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

The eligible allocations by state for the fiscal year (FY) 2024 JAG Program can be found at: https://bja.ojp.gov/program/jag/overview.

Eligible allocations under the JAG Program are posted annually on the JAG web page. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section for more information. **Applicants with eligible allocation amounts of less than $25,000 will apply to Category 1, and applicants with eligible allocation amounts of $25,000 or more will apply to Category 2.**

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or email grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. ET Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the "How To Apply" section, Experiencing Unforeseen Technical Issues.

For assistance with submitting the Application for Federal Assistance standard form (SF-424) and a Disclosure of Lobbying Activities (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, Grants.gov Customer Support, or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the System for Award Management (SAM.gov).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See the Submission Dates and Time section for the Grants.gov and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at https://grants.gov/register and submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) and a Disclosure of Lobbying Activities (SF-LLL)**.** See the Submission Dates and Time section for application deadlines.

Step 2: The applicant must submit the **full application,** including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the Submission Dates and Time section for application deadlines.

Program Description

Program Description Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

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OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Statutory Authority

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the JAG Technical Report. Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which generally consists of the following:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine whether the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is

$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is less than $10,000, the funds are not made available for a direct award to that particular unit of local government but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the JAG web page.

According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation that includes all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction's authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the JAG web page, click on their respective state, and note the following regarding the state's allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the JAG FAQs for more information. A sample MOU is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2024 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.

7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the JAG statute, at 34 U.S.C. § 10152, defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments, and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local criminal justice agencies and community-based public safety partners. Key areas of priority for BJA include: Prevention and Prosecution of Hate Crimes, Election Security, Enhancing Justice System Reform Strategies, Advancing Equity and Support for Underserved Communities, and Violent Crime Reduction.

BJA encourages recipients of FY 2024 JAG funds to coordinate with federal criminal justice agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below.

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, whom they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics' National Crime Victimization Survey (NCVS) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program and FBI's Crime Data Explorer (CDE) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often

underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a November 2023 United Against Hate Virtual Forum, Attorney General Merrick Garland addressed the recent spike in hate crimes, and reemphasized that, "Combating hate-fueled violence remains central to the Justice Department's mission." A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. Research from the National Institute of Justice (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) doing so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the Emmett Till Cold Case Investigations and Matthew Shepard and James Byrd, Jr. Hate Crimes Programs, can be found Hate Crime | Bureau of Justice Assistance.

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department's efforts to combat threats against election workers, read the Deputy Attorney General's memo. The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led DOJ's efforts to address threats of violence against election workers, and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate, in partnership with FBI Field Offices and U.S. Attorneys' Offices throughout the country.

On January 9, 2024, the Department provided updated information pertaining to its efforts to "ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference."

The broad criminal justice purposes supported by the JAG Program permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers,

administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety. The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, support for mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning, assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses, and the right to counsel. Visit https://www.strengthenthesixth.org/ for more information.

Finally, BJA has launched a Justice Reinvestment Initiative (JRI) website which provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Equity and Support for Underserved Communities

Consistent with the Presidential Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable and Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the federal government, the Department is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, as well as removing barriers to ensure equal opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, Equity Action Plan designed to increase equity, opportunity, and resources for the most vulnerable communities. BJA encourages JAG recipients to use funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety, as well as efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, rural communities, and indigent defense representation. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Violent Crime Reduction

In May 2021, the Department launched a comprehensive violent crime reduction strategy to protect American communities from violent crimes, including gun violence. On December 11, 2023, Attorney General Merrick B. Garland announced the release of the Justice Department's Violent Crime Reduction Roadmap, a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland delivered remarks at a convening of grantees under OJP's Community Based Violence Intervention and Prevention Initiative. He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts toward those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies

in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g.,18 U.S.C. § 922(g)) are prevented from doing so by ensuring complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded under this solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material; see the "DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database" section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace)

- Purchase a NIBIN Enforcement Support System (NESS)

Additionally, JAG funds awarded under this solicitation may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

Limitations on the Use of JAG funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG

The JAG statute, at 34 U.S.C. § 10152(d), specifically identifies a list of prohibited items. In addition, consistent with Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the JAG Prohibited and Controlled Equipment Guidance and the JAG FAQs.

Other Program Requirements

A unit of local government that applies for and receives an FY 2024 JAG award must note the following:

Trust Fund

Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see 2 C.F.R. § 200.305.

Certifications and Assurances by the Chief Executive of the Applicant Government (Which Incorporates the 30-Day Governing Body Review Requirement)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government. Please note that this certification contains assurances that the governing

body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

Please note that only direct JAG award recipients must provide this certification to OJP and that prior to making any subawards (including subawards to disparate jurisdictions), the direct JAG award recipient must collect a completed certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. OJP will not deny an application for a JAG award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs)

An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If grantees use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY24 JAG funds for an ERPO program, a Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) must be signed by a principal legal officer and submitted to BJA. See the JAG FAQs for additional information.

Body-worn Cameras (BWCs)

A JAG award recipient that proposes to use FY 2024 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: JAG—Body-Worn Camera (BWC) Policy Certification.

Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. The BJA BWC Toolkit provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-worn Camera Policy and Implementation Program (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Partnership Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards https://cjtec.org/compliance-testing-program/compliant-product-lists/. In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) at no cost. The Personal Armor Fit Assessment Checklist is excerpted from ASTM E3003. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the JAG FAQs.

A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see 34 U.S.C. § 10202(c)). The certification form related to mandatory wear can be found at: JAG Body Armor

Mandatory Wear Policy Certification. Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the BVP web page. JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Interoperable Communications

States (including any subrecipients) that are using JAG funds for emergency communications activities should comply with current SAFECOM Guidance, which is available at: https://www.cisa.gov/safecom/funding.

Additionally, emergency communications projects funded with JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with JAG funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database

If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. **JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS.** No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: https://www.justice.gov/olp/page/file/1204386/download. For more information about DNA testing as it pertains to JAG, please refer to the JAG FAQs.

Entry of Records into State Repositories

As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System

In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2024 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: NIBRS—FBI.

Solicitation Goals and Objectives

Goals

In general, the JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables please see the "How To Apply" section on the Application Goals, Objectives, Deliverables, and Timeline Web-Based Form.

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 1,140

Category 1: 587

Category 2: 553

Anticipated Maximum Dollar Amount per Award:

Category 1 anticipated maximum amount: Up to $25,000

Category 2 anticipated maximum amount: Up to $4,023,772

Period of Performance Start Date: October 1, 2023

Period of Performance Duration (Months):

Category 1: 24 months
Category 2: 48 months
Anticipated Total Amount To Be Awarded Under This Solicitation: $84,921,048

Category 1—Eligible Allocation Amounts of Less than $25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than $25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than $25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2—Eligible Allocation Amounts of $25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of $25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least $25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1: Applicants with eligible allocation amounts of less than $25,000	587	Up to $25,000	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2: Applicants with eligible allocation amounts of $25,000 or more	553	Up to $4,023,772	10/1/2023	48

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The FY 2024 enacted budget represents the largest cut to base resources that the Department of Justice (DOJ) has faced in the last 10 years. Therefore, to mitigate significant budget shortfalls, the funding available for this solicitation has been reduced by 2.5%. The Department understands how critical our grants are to our state, local, and tribal partners, and does not take this action lightly.

The allocations by state for the FY 2024 JAG Program can be found at: https://bja.ojp.gov/program/jag/allocations.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a State.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov "How to Apply for Grants"
2. OJP "How To Apply" section in the Application Resource Guide
3. JustGrants Application Submission Training

This solicitation (notice of funding opportunity) incorporates guidance provided in the OJP Grant Application Resource Guide (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the Application Resource Guide that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at https://www.grants.gov/register by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline**. If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as "submitted" or "agency tracking number assigned."

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the "How To Apply" section in the Application Resource Guide and the DOJ Application Submission Checklist.

Submission Dates and Time

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern on December 4, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on December 6, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the SAM.gov Help Desk (Federal Service Desk), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the Grants.gov Customer Support Hotline, 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.govwithin **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant's Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the Application Resource Guide.

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the Application Resource Guide for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information *(email address)* to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity **is** subject to Executive Order (E.O.) 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf. If the applicant's State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State's process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting "Program is subject to E.O. 12372 but has not been selected by the State for review."

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the Application Resource Guide.

Standard Applicant Information

The "Standard Applicant Information" section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information). Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

> The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.
>
> The county of [insert] will use JAG funds to hire credible messengers as part of a community-based violence intervention initiative.

Disparate JAG Abstract Example:

> The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system to transition to NIBRS, and the city of [insert] will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High Risk Status) for additional guidance on how to complete the questionnaire.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1—Eligible Allocation Amounts of Less than $25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2—Eligible Allocation Amounts of $25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

   Identify the unit of local government's strategy/funding priorities for the FY 2024 JAG funds, the subaward process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

   Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

   Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "Goals and Objectives" section. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for more information on performance measurement activities at OJP.

A list of performance measure questions for this program can be found at https://bjapmt.ojp.gov/help/JAGDocs.html. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at https://bjapmt.ojp.gov and separately submit a semiannual, performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the OJP Grant Application Resource Guide.

Budget and Associated Documentation

Funding Restrictions

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Budget Worksheet and Budget Narrative (Attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

For additional information about how to prepare a budget for federal funding, see the "Application Resource Guide" section on Budget Preparation and Submission Information and the technical steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the Application Resource Guide for information on prior approval, planning, and reporting of conference/meeting/training costs.

Costs Associated With Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the Application Resource Guide for information on costs associated with language assistance.

Unmanned Aircraft Systems

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

Budget/Financial Attachments

Pre-Agreement (Pre-Award) Costs (if applicable)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the "Costs Requiring Prior Approval" section in the DOJ Grants Financial Guide Post-Award Requirements for more information.

Indirect Cost Rate Agreement (if applicable)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the DOJ Financial Guide for additional information on Indirect Cost Rate Agreement.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Consultant Rate (if applicable)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable

and consistent with that paid for similar services in the marketplace. See the DOJ Grants Financial Guide for information on the consultant rates, which require prior approval from OJP.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable)

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

Disclosure of Process Related to Executive Compensation (if applicable)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

The applicant will attach the additional requested documentation in JustGrants.

Memorandum of Understanding (MOUs) and Other Supportive Documents (if applicable)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the JAG FAQs for more information. A sample MOU is also available.

Research and Evaluation Independence and Integrity Statement (if applicable)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the Application Resource Guide.

Certifications and Assurances by the Chief Executive of the Applicant Government

Body Armor Mandatory Wear Policy Certification (If applicable)

Body-worn Camera Policies Certification (If applicable)

ERPO Certification (if applicable)

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

Applicant Disclosure of Duplication in Cost Items

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the Application Resource Guide for additional information.

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the Application Resource Guide for additional information.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the Application Resource Guide for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the Application Resource Guide.

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the Application Resource Guide section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards under the "Civil Rights Requirements" section, and additional resources are available from the OJP Office for Civil Rights.

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient's program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at https://www.lep.gov/language-access-planning. Additional resources are available at https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see https://www.ada.gov/ or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the "Program Description" section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports—Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semiannual performance reports, final financial and performance reports, and (if applicable) an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1—Eligible Allocation Amounts of Less Than $25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked as final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked as final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2—Eligible Allocation Amounts of $25,000 or More

Recipients must submit the following:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the Application Resource Guide for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

Performance Measures

A list of performance measures can be found at: https://bjapmt.ojp.gov/help/JAGDocs.html

Application Checklist

BJA FY24 Edward Byrne Memorial Justice Assistance Grant Formula Program—Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference The OJP Application Submission Steps in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

Pre-Application

Before Registering in Grants.gov

- Confirm your entity's registration in the System for Award Management (SAM.gov) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see Application Resource Guide).

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).
- Read Important Notice: Applying for Grants in Grants.gov (about browser compatibility and special characters in file names).
- Read OJP policy and guidance on conference approval, planning, and reporting available at https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#6g3y8 (see Application Resource Guide).

Review the Overview of Post-Award Legal Requirements

- Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards" in the OJP Funding Resource Center.

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See https://bja.ojp.gov/program/jag/allocations.

Review Eligibility Requirement

- Review "Eligibility" in the Synopsis section and "Eligibility Information" section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**

- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, Grants.gov customer support, or support@grants.gov regarding technical difficulties (see "Application Resource Guide" section on Experiencing Unforeseen Technical Issues).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Data Requested with Application
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
- Indirect Cost Rate Agreement (if applicable) (see Application Resource Guide)

Additional Application Components

- Research and Evaluation Independence and Integrity (see Application Resource Guide)
- FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government
- Memorandum of Understanding (if applicable)
- Body Armor Certification (if applicable)
- Body-Worn Camera Certification (if applicable)
- ERPO Certification (if applicable)

Disclosures and Assurances

- Disclosure of Lobbying Activities (SF-LLL) (see Application Resource Guide)
- Applicant Disclosure of Duplication in Cost Items (see Application Resource Guide)
- DOJ Certified Standard Assurances (see Application Resource Guide)

- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see Application Resource Guide)
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable) (see Application Resource Guide)

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the "Certify and Submit" screen to submit the application. Access the Application Submission Validation Errors Quick Reference Guide for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the Application Resource Guide for additional information.

Standard Solicitation Resources

Application Resource Guide provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

DOJ Grants Financial Guide serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

JustGrants Resources Website is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the JustGrants Update e-newsletter.

JustGrants Application Submission Training page offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

Weekly Training Webinars are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

_____	_____
Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
_____	_____
Printed Name of Chief Executive	Title of Chief Executive
_____	
Name of Applicant Unit of Local Government	

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-062- Approve Facility Use Agreement between Club Delray and Centennial Park & Amphitheater for the "Spring Ignite Games" health & wellness event on May 3, 2026.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-062.

Explanation of Request: Club Delray is renting Centennial Park Sunday, May 3, 2026 with event taking place from 8am to 12pm, estimating 500 people in attendance. This event is a health & wellness event named, "Spring Ignite Games."

How will this affect city programs or services?

- City Hall is closed
- (2) City Event Staff will be working and watching the event.
- No Road Closures
- Fire Serv Cart Reserved

Fiscal Impact: $2,000 Rental Fee
$300 Serv Cart Per Hour, Totaling $1,200

Attachments:
R26-062 Agenda_Item_4509-2026_-_Resolution_to_Approve_Facility_Use_Agreement.docx
Signed - The Club Delray Facility Use Agreement 2026.pdf
Chill out COi boynton beach.pdf

RESOLUTION NO. R26-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND JOSH BRAMI D/B/A/ THE CLUB DELRAY FOR "SPRING IGNITE GAMES" ON MAY 3, 2026, AT CENTENNIAL PARK AND AMPHITHEATER; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to provide entities with an opportunity to rent and use Centennial Park and Amphitheater ("the Facility") for events; and

WHEREAS, The Club Delray has requested to rent the Facility for the Spring Ignite Games on Sunday, May 3, 2026, from 8:00 AM to 12:00 PM; and

WHEREAS, the event will include fitness competitions between Boynton beach gyms, cold plunges, and wellness vendors; and

WHEREAS, the City will partner with The Club Delray to provide staff assistance for the event, including access to City Hall restrooms and utility access; 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 Facility Use Agreement with The Club Delray for Centennial Park and Amphitheater.

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 Facility Use Agreement with The Club Delray for Centennial Park and Amphitheater.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby 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 law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-062

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 McCay	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

FACILITY USE AGREEMENT
BETWEEN THE CITY OF BOYNTON BEACH AND JOSH BRAMI D/B/A THE CLUB DELRAY

This Facility Use Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 by and between Josh Brami d/b/a The Club Delray, with an address of 1465 Masters Circle, Apt 155 (hereinafter referred to as "Renter") and City of Boynton Beach, a Municipal corporation, organized and existing under the laws of the State of Florida, with a business address of 100 E. Ocean Avenue Boynton Beach, FL 33435 (hereinafter referred to as City). The City and Renter may be referred to herein collectively as "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, the City owns and operates the Centennial Park & Amphitheater located at 120 East Ocean Avenue, Boynton, Florida (the "City Facility"); and

WHEREAS, Renter desires to utilize the Centennial Park & Amphitheater for an event featuring competitions between gyms in Boynton Beach ("the Event"); and

WHEREAS, the City agrees to make the City Facility available to Renter for use in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable considerations, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this agreement.

2. **Facility Usage Dates and Times.** The City agrees to provide space at the City Facility to Renter on an as-available basis for the Event at the dates and time outlined in **Exhibit A**. Notwithstanding the foregoing; the City reserves the right to change the location of the Event, as may be necessary to accommodate any City-sponsored events or activities. Renter shall adhere to the City's Holiday Calendar, which involves the closure of City Facilities, and shall not schedule any programming during these dates.

3. **Right to Cancel Reservation.** The City shall make its best efforts to secure the City Facility for use by Renter at the date and times described in **Exhibit A**; however, the City reserves the right to cancel any reservation fourteen (14) days before the scheduled use or upon an emergency where City locations must be closed or otherwise unavailable.

4. **Renter Obligations:**
   - Renter shall use the City Facility only for the purposes described in **Exhibit B**.
   - Renter shall not discriminate against any person or participant on the basis of race, color, sex, religion, origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement when using the City Facility.
   - Renter shall provide equipment and supplies needed to operate the Event at the City Facility.
   - Renter shall provide adequate qualified personnel to staff the Event.
   - Renter is responsible for all Event setup, decoration, coordinating with vendors, and removal of all equipment following completion of the Event.
   - Renter must provide a detailed site map and complete Vendor list at least thirty (30) days prior to then Event.
   - Renter shall obtain any and all facility use or special events permits required for the Event and pay all associated fees.
   - Renter is responsible for replacing City equipment and property damaged by the Event or any event participants, and will be responsible for the cost to repair or replace of each item.
   - Renter shall comply with all applicable State, County, and/or City Emergency Executive Orders and Policies for the duration of the Agreement, including implementing the Centers for Disease Control and Prevention Guidelines. Renter shall provide the City with a copy of its safety plan and COVID-19 Policy upon request.

5. **City Rights and Obligations:**
   - City agrees to make the City Facility available to Renter at the dates and times described in **Exhibit A**.
   - The City has the authority to make changes to the use of approved space.
   - The City will determine the specific space to be utilized at the City Facility.
   - The City shall not relinquish the right to control the management of the City Facility during the term of the Agreement and will enforce all necessary rules, policies, and procedures established by the City of Boynton Beach.
   - City staff may, at their discretion observe and monitor the actions of Renter during the Event.
   - The City has the authority to evacuate the City Facility during Event when deemed necessary for the safety of the public, patrons, and guests.
   - The City reserves the right, through its representatives, agents, and police, to eject any objectionable person/persons from the City Facility, and upon the exercise of this authority, and Renter hereby waives any rights and all claims for damages against the City.

6. **Agreement Term.** This Agreement shall commence on the Effective Date and automatically terminate thirty (30) days after the conclusion of the Event.

7. **Rental Fee.** As compensation for use of the City Facility, Renter shall pay the City the total Rental Fee amount of **One Thousand Two Hundred Dollars ($1,200.00)**, in accordance with the invoice included in **Exhibit A**.

8. **Payment Schedule.** A nonrefundable Application Fee of Fifty Dollars ($50.00) shall be paid at the time the event application is submitted. The total Rental Fee shall be paid by April 6, 2026.

9. **Safety.** Renter shall adhere to all health and safety wellness guidelines established by the City or any state, federal, or local agency during the Event.

10. **Independent Contractor.** Renter is an independent contractor of the City, and nothing in this Agreement shall constitute or create a partnership, joint venue, or any other relationship between the Parties. In utilizing the City Facility, neither Renter nor its agents shall act as officers, employees, or agents of the City. Renter shall not have the right to bind the City to any obligation not expressly undertaken by City under this Agreement.

11. **Agreement Termination.**

    11.1 Termination for Convenience. Either Party may terminate this Agreement for convenience by providing the non-terminating Party with a thirty (30) calendar days written notice of termination.

    11.2 Termination by Cause
    - Renter discourteous actions/behavior towards patrons, participants, parents or staff.
    - Renter's failure to cooperate with Recreation and Parks Department or Events Department staff.
    - Actions that bring negative publicity to the City of Boynton Beach.
    - Illegal activities of Renter.
    - Failure to comply with the public records requirements set forth in section 119.0701, Florida statues.
    - Consumption or possession of tobacco or illegal substances on City Facility property.
    - Assignment of this Agreement without prior written consent of the City.
    - Failure to provide the City with a copy of insurance that covers Renter's Event.

12. **Indemnification.** Renter shall indemnify and hold harmless the City, its elected and appointed officers, agents, employees, consultants, separate contractors, subcontractors, any of their subcontractors, from and against claims, demands, or cause of action whatsoever, and the resulting losses, damages, cost, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgements, or decrees, sustained by the City arising out of or resulting from (A) Renter's performance or breach of this Agreement, (B) acts or omission, negligence, recklessness, or intentional wrongful conduct by Renter, its agents, employees, subcontractors, participants, and volunteers, and (C) Renter's failure to take out and maintain the insurance required by this Agreement. Renter 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 cost, judgements, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of expiration or termination of this Agreement.

13. **Sovereign Immunity.** Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be constructed as consent by City to be sued by third parties in any matter arising out of this Agreement.

14. **Insurance.** Renter shall provide proof of Insurance in accordance with the requirements of **Exhibit C** attached hereto, listing the City of Boynton Beach as an Additional Insured and the Certificate Holder. No access to the City Facility for load-in, setup, or any Event-related activities shall be granted until the required Certificate of Insurance has been received and approved by the City.

15. **Alcohol.** Unless specifically permitted, no alcoholic beverages of any kind are permitted at the City Facility. If alcohol is permitted, Renter must:
    - Obtain all required licenses and permits from the State of Florida Division of Alcoholic Beverages and Tobacco;
    - Provide proof of liquor license at least fourteen (14) days prior to Event;
    - Provide licensed and insured bartenders/servers;
    - Implement responsible alcohol service procedures;
    - Ensure alcohol service ends at least thirty (30) minutes prior to Event conclusion
    - Provide security to monitor alcohol consumption and prevent service to minors
    - Additional Insurance. Events serving alcohol require additional liability insurance as specified in Section 14.
    - Compliance. Failure to comply with alcohol service requirements may result in immediate Event termination and forfeiture of all fees and deposits.

16. **Governing Law and Venue.** This Agreement shall be governed by and constructed in accordance with the laws of the State off Florida as now and hereafter in force. The exclusive venue for any lawsuits arising from relate to, or in connection with this Agreement shall be in the state courts if the Fifteenth Judicial Circuit in and for Palm Beach County, Florda. If any clam arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES AND RIGHT IT MAY HAVE TO A TRAIL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

17. **Force Majeure.** If the performance of this Agreement, or any obligation hereunder, is preventable 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, "Forced Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent if such prevention, provided

that the affected Party shall first have taken reasonable steps to avoid and remove such cause or 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 cases are removed; provide, 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.

18. **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 the City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to the City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to the City as a Party to this Agreement.

19. **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that they have the full legal power to execute the Agreement on behalf of the Party for whom they are signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

20. **Attorney's Fees.** If either Party sues to enforce this Agreement, each Party shall bear its own attorney's fees and court cost.

21. **Counterparts and Execution.** This Agreement may be executed by electronic signature or by hand, 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.

22. **Compliance with Laws.** Renter hereby warrants and agrees that at all times materials to the Agreement, Renter shall perform its obligations in compliance with all applicable federal, state, and local laws, rules and regulations, including the American with Disabilities Act, 42 U.S.C. & 12101, Section 504 of the Rehabilitation Act 1973, and Section 501.171, Florida Statues. Non-compliance may constitute a material breach of the Agreement.

23. **Severability.** If any provision of this Agreement or its application to any person or situation shall be held invalid or unenforceable to any extent, 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 be affected thereby and shall continue in full force and effect and be enforces to the fullest extent permitted by law.

24. **Public Records.** The City is a public agency subject to Chapter 119, Forida Statues. If applicable, The Volen Center shall comply with the requirements of Chapter 119, Florida Statues, with respect to any documents, papers, and records made or received by Renter in connection with this Agreement. If Renter has questions regarding the application of Chapter 119, Florida Statues, to Renter's duty to provide public records relating to this Agreement, contact the custodial of public records, City Clerk Office, 100 East Ocean, Boynton Beach, Florida 33435, (561) 742-6060, CityClerk@bbfl.us.

25. **Notice.** Whenever any Party desires to give notice unto any other Party, it must be provided by written notice, sent by certified mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at he places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice:

City:	Daniel Dugger, City Manager City of Boynton Beach 100 East Ocean Ave, Boynton Beach, Florida 33435 Telephone No. (561) 742-6000
Copy To:	Shawna Lamb, City Attorney City of Boynton Beach 100 East Ocean Ave, Boynton Beach, Florida 33435 Telephone No. (561) 742-6051
Renter:	Josh Brami 1465 Masters Circle Apt 155 Delray Beach, Florida 33445 Phone Number: (301) 655-6875 Email: Theclubdelray@gmail.com

26. **Third-Party Beneficiaries.** Neither Renter 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 to claim against either of them based upon the Agreement.

27. **Entities of Foreign Concern.** This section shall apply if Renter or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Renter represents and certifies (i) Renter is not owned by the government of a foreign country of concern; (ii) the government of a foreign county of concern does not have controlling interest in Renter; and (iii) Renter 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 or the date that Renter or its subcontractors will have access to personal identifying information under this Agreement. Renter and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(ss) 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. Terms used in this section that are not otherwise defined in this Agreement shall have the meaning ascribed to such terms in Section 287.138, Florida Statutes.

28. **Anti-Human Trafficking.** On or before the Effective Date of the Agreement, Renter shall provide City with an affidavit attesting that the Renter does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statues.

29. **Verification of Employment Eligibility.** Renter represents that Renter, and each subcontractor has registered with and uses the E-Verify system maintained by the United State Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 44.095, Florida Statues, and that entry into this Agreement will not violate that statue. If Renter violates this section, City may immediately terminate this Agreement for cause, and Renter shall be liable for all cost incurred by City due to the termination.

30. **Discriminatory Vendor and Scrutinized Companies Lists**, Countries of Concern. Renter represents that it has not been placed on the discriminatory vendor list" as provided in Section 287.134, Florida Statues, and that it is not a "scrutinized company" pursuant to Section 215.473 or 215.4725, Florida Statues. Renter 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 Statues.

31. **Prior Agreements.** This Agreement represents the final and complete understanding of Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussion regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained herein.

[Signature Page to Follow]

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above:

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Josh Brami d/b/a The Club Delray

_____
(Signature)

Josh Brami
Print Name

Approved as to Form:

_____
City Attorney's Office

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

Attested/Authenticated:

_____
Tammy Stanzione, Deputy City Clerk

EXHIBIT A

FACILITY USE DATES, TIMES AND AUTHORIZED SPACE

Event Date(s): May 3, 2026

Event Times:

- Setup: 6:00 AM_to 8:00 AM
- Event: 8:00 AM to 12:00 PM
- Breakdown: 12:00 PM to 2:00 PM

Authorized Areas:

☐ Main Amphitheater Stage
☒ Amphitheater Seating Area
☒ Park Grounds (specify area): Grass field
☒ Parking Areas
☐ Concession Areas (if applicable)

Sound/Amplification:

- Amplified sound permitted until: _12:00 PM_____
- Sound level restrictions: Must comply with City noise ordinances
- Sound check permitted: __Yes_____

Utilities Provided:

☒ Electrical access
☒ Water access
☒ Restroom facilities
☐ Other: _____

Special Requirements:

_____

_____

CITY OF BOYNTON BEACH

(561) 742-6600

INVOICE
104265

TO: THE CLUB DELRAY
1465 MASTERS CIR
DELRAY BEACH, FL 33445

INVOICE DATE 3/05/26
DUE DATE 4/06/26

CUSTOMER/TYPE # 14807/15274

QUANTITY	DESCRIPTION	PRICE	TOTAL
1.00	FIRE SPECIAL DETAIL 5.3.26 SERV CART DETAIL	1,200.00	1,200.00

TOTAL DUE: $1,200.00

PAY ONLINE: WWW.BOYNTON-BEACH.ORG/PAY

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

REMIT TO
CITY OF BOYNTON BEACH
ATTN: FIRE & LIFE SAFETY
P.O. BOX 310
BOYNTON BEACH FL 33425-0310

CUSTOMER NAME
THE CLUB DELRAY

CUSTOMER/TYPE NUMBER	INVOICE DATE	INVOICE NUMBER	**AMOUNT DUE**
14807/15274	3/05/26	104265	**$1,200.00**

EXHIBIT B

EVENT DESCRIPTION

Event Type: Fitness Competition

Expected Attendance: 500-700 people

Event Description:

Competition between gyms located in Boynton Beach. The event will also feature cold plunges and wellness vendors.

Admission:

- ☐ Free event
- ☒ Ticketed event
- ☐ Donation-based

Vendors/Concessions:

- ☐ None
- ☐ Organization-operated
- ☒ Third-party vendors

Special Features:

- ☐ Alcohol service (requires additional permits and insurance)
- ☐ Fireworks or pyrotechnics (requires special permits)
- ☐ Temporary structures (requires permits)
- ☐ Other: _____

EXHIBIT C

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2026

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

Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919
FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	State National Insurance Company, Inc.	12831
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Chill out, LLc dba the club Delray
1465 Masters Cir Apt 155
Delray Beach, FL 33445

COVERAGES **CERTIFICATE NUMBER:** 189642507 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTQPCJLCV-00-GL	03/08/2025	03/08/2026	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$15,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	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)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			NXTQPCJLCV-00-GL	03/08/2025	03/08/2026	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Boynton Beach. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Boynton Beach
PO Box 310
Boynton Beach, FL 33425

LIVE CERTIFICATE

Click or scan to view

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

Ann Ryan

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-063- Approving the purchase of 23 Wi-Fi hotspot data plans from Educational Broadband Service Agency LLC d/b/a Mobile Beacon in the amount of $2,760 and approving the vendor contract and addendum terms and conditions.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-063.

Explanation of Request:
The Library is requesting approval to purchase Wi-Fi data plans for twenty-three (23) circulating hotspot devices. These hotspots provide internet access to Boynton Beach City Library cardholders who do not have reliable connectivity at home.

This purchase falls under the single quote threshold of $20,000 and follows the procurement policy.

This contract is on a vendor form, which contains non-standard terms and conditions detailed in the attached Disclosure Matrix. Notably, the Agreement requires the City to indemnify the Vendor and is governed by Rhode Island law. These terms can only be approved by the City Commission.

How will this affect city programs or services?
By supporting hotspot data service, the Library enables library cardholders to apply for jobs, complete schoolwork, attend virtual classes, and access essential online services such as telehealth and government resources. This investment expands equitable access to technology, supports digital inclusion, and extends the Library's services beyond its physical location.

Budgeted Item: Yes

Account Line Item and Description: 001-2610-571.46-91

Fiscal Impact: This expense is already included as a budgeted line item in the Library's

operating budget, supporting the ongoing cost of Wi-Fi data service for circulating hotspot devices. The total annual fiscal impact is $2,760.

Attachments:
R26-063 Agenda_Item_4510-2026_Resolution_for_Agreement_with_Mobile_Beacon_to_approve_revised_venue_and_inde
Mobile Beacon Addendum signed.pdf
Mobile Beacon Quote for hotspot data.pdf
Mobile Beacon Agreement.pdf
Mobile Beacon Disclosures.docx

RESOLUTION NO. R26-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH EDUCATIONAL BROADBAND SERVICE AGENCY LLC D/B/A MOBILE BEACON FOR THE PURCHASE OF 23 WI-FI HOTSPOT DATA PLANS, FOR AN AMOUNT NOT-TO-EXCEED $2,760.00; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Boynton Beach City Library operates a circulating hotspot lending program to provide mobile internet access to Library cardholders who lack reliable connectivity at home; and

WHEREAS, the Library has identified a need to purchase Wi-Fi data plans for twenty-three (23) circulating hotspot devices from Mobile Beacon Direct, a nonprofit broadband provider offering affordable mobile internet service to community anchor institutions, at a total cost of $2,760.00, which falls below the City's single-quote procurement threshold of $20,000.00; and

WHEREAS, the Agreement is on the vendor's form and requires the City to indemnify the vendor, and provides for Rhode Island as the governing law; and

WHEREAS, pursuant to City policy, these contract provisions require City Commission approval prior to execution; 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 Agreement with the Vendor to provide the City with Wi-Fi hotspot data plans.

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 Agreement between Vendor and the City for Wi-Fi hotspot data plans (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

this Resolution.

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 Zoe Fernandez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with 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 – Woodrow L. Hay	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

ADDENDUM

ADDITIONAL TERMS

The terms of this Addendum govern and control your Agreement with the City of Boynton Beach. If there is any conflict between the Agreement and this Addendum, this Addendum shall control.

DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN. Contractor 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. Contractor 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. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

VERIFICATION OF EMPLOYMENT ELIGIBILITY. Contractor warrants and represents that all employees performing services under this Agreement are authorized to work in the United States pursuant to applicable federal immigration law.

PUBLIC ENTITY CRIMES ACT. Contractor 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. Contractor 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 Contractor has been placed on the convicted vendor list.

ENTITIES OF FOREIGN CONCERN. This section shall apply if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Contractor represents and certifies: (i) Contractor 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 Contractor; and (iii) Contractor 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 or the date that Contractor or its subcontractor will have access to personal identifying information under this Agreement, Contractor 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. 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.

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

INVOICES AND PAYMENT. Payments of any fees due to the Contractor for services shall be conditioned on receipt of a proper invoice. Payment will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

VENUE, WAIVER OF JURY TRIAL. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
The following will replace the Governing Law & Venue section in the Mobile Beacon Direct Customer Agreement: Any question, controversy or dispute arising out of or related to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Rhode Island, without regard to its choice of law provisions.

INDEMNIFICATION. Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, any intentional, reckless, or grossly negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). Upon receipt of notice, Contractor shall have the right to assume and control the defense of the Claim with counsel of its choosing. The Indemnified Party may participate in the defense at its own expense. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

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.

By signing below, the Contractor agrees to the terms in this Addendum.
By:__Rosanne Rebello_____
Name:__Rosanne Rebello_____
Title:__Customer Service Manager_____
Date:__3/24/2026_____

Upcoming Renewals - 23 Devices

Device/ Serial Number	Current Service Term	PTN	Renewal Fee	Renewal Options	Cancel Reason	Cancel Reason Deta
anklin T10 ;4850130456486	Started: 12/17/2024 Expires: 2/23/2026	(478) 491-9852	$120.00	◉ Renew Now ○ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;4850130453137	Started: 12/17/2024 Expires: 2/23/2026	(478) 491-9962	$120.00	◉ Renew Now ○ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1182073263585	Started: 2/23/2024 Expires: 2/23/2026	(526) 394-1452	$120.00	◉ Renew Now ○ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1182073263569	Started: 2/23/2024 Expires: 2/23/2026	(526) 452-1422	$120.00	◉ Renew Now ○ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1182073263551	Started: 2/23/2024 Expires: 2/23/2026	(588) 453-0100	$120.00	◉ Renew Now ○ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1182071921408	Started: 1/6/2023 Expires: 3/7/2026	(410) 500-8140	$120.00	◉ Renew Now ○ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1182074454258	Started: 8/30/2024 Expires: 6/17/2026	(229) 501-3011	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1182074454241	Started: 8/30/2024 Expires: 6/17/2026	(229) 501-3871	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1182073908452	Started: 5/23/2024 Expires: 6/17/2026	(401) 551-8227	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1094083965895	Started: 4/18/2023 Expires: 6/17/2026	(410) 493-7784	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1094083964500	Started: 4/18/2023 Expires: 6/17/2026	(410) 493-8067	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term		
anklin T10 ;1182072053383	Started: 6/1/2023 Expires: 7/11/2026	(410) 365-2774	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term		

xtream RG2100 G Mobile Hotspot 5109850369349	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2331	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850374398	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2336	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850328394	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2344	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850369299	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2370	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850372202	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2434	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850374836	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2447	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850374588	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2503	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850369828	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2518	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850369216	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2691	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850374133	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2741	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term
xtream RG2100 G Mobile Hotspot 5109850370073	Started: 7/19/2025 Expires: 7/19/2026	(229) 829-2760	$120.00	○ Renew Now ◉ Renew Later ○ Cancel at end of Service Term

Mobile Beacon Customer Agreement

IPDATED March 11, 2024 at 1 PM EST

MPORTANT – READ CAREFULLY: THESE DIRECT CUSTOMER TERMS OF SERVICE, as they may be amended as ereinafter provided, form a binding legal agreement (these "**TOS**") between Educational Broadband Service Agency LLC d/b/a Mobile Beacon ("**Mobile Beacon**") and the entity listed in the signature fields below (hereinafter, the "**Customer**" or "you" or your"). These TOS govern Customer's access to and use of the wireless broadband service that Mobile Beacon makes availabl nder these TOS (the "**Service**"). **THESE TOS ARE EFFECTIVE WHEN EXECUTED AS PROVIDED BELOW ("EFFECTIVE ATE"). THESE TOS APPEAR ON MOBILE BEACON'S WEBSITE AND MAY BE MODIFIED AT ANY TIME BY MOBILE EACON BY POSTING A REVISION ON ITS WEBSITE, WHICH REVISION SHALL BECOME EFFECTIVE AND BINDING OI HE PARTIES HERETO ONE WEEK AFTER POSTING.** *See* Section 11 below. **IT IS CUSTOMER'S RESPONSIBILITY TO IONITOR THE WEBSITE FOR SUCH UPDATES TO THESE TOS.**

Y SIGNING BELOW, OR BY CUSTOMER'S ACCESS TO OR USE OF THE SERVICE, CUSTOMER AGREES TO BE BOUND Y THESE TOS, AND THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER CERTIFIES THAT THE PERSON SO XECUTING THESE TOS HAS THE POWER AND AUTHORITY TO BIND CUSTOMER TO THESE TOS.

. Scope of Agreement.

a. **Subscriptions for Service.** Subject to Customer's continued compliance with the terms and conditions of these TOS (including timely payment of applicable fees), Mobile Beacon will make the Service available to Customer for use by Customer's Permitted Users (defined below) based on the number of subscriptions (each, a **"Subscription"**) either (i) purchased in an order placed with Mobile Beacon or (ii) provided to Customer through a donation made by Mobile Beacon (each an ""**Order"**). ALL RIGHTS NOT EXPRESSLY GRANTED IN THESE TOS ARE RESERVED BY MOBILE BEACON. NEITHER CUSTOMER NOR ANY PERMITTED USER IS GRANTED ANY RIGHTS TO ANY FIRMWARE OR SOFTWARE UNDER THESE TOS.

b. **Subscription Term.** The initial term of each Subscription shall be as set forth in the applicable Order and, subject to these TOS, Service availability and any applicable price adjustments then in effect. For all other Subscriptions, Mobile Beacon will attempt to contact Customer by email at the last email address provided to Mobile Beacon by Customer to (i) inform Customer when Customer's Subscription Term is drawing to a close and (ii) provide Customer with a form to renew Service for an additional Subscription Term. If Mobile Beacon does not receive payment in full for any applicable additional Subscription Term, Mobile Beacon reserves the right to immediately suspend or terminate Customer's use of the Service for the applicable Subscription(s). The initial Subscription Term and any subsequent renewal Subscription Term are each a **"Subscription Term."**

c. **Equipment.** Customer is responsible for ordering through Mobile Beacon the equipment needed for its Permitted Users' use of the Service (**"Equipment"**). Requirements for Equipment compatibility with Provider's network are set forth on www.t-mobile.com. MOBILE BEACON IS NOT RESPONSIBLE FOR ANY FAILURE OF THE EQUIPMENT TO FUNCTION PROPERLY WITH THE SERVICE. IN ADDITION, CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ALL EQUIPMENT AND ANY ASSOCIATED COMPONENT THEREOF MEET THE MINIMUM TECHNICAL REQUIREMENTS POSTED ON PROVIDER'S WEBSITE. Equipment will be shipped activated and authenticated by the Provider. All Equipment is delivered Free On Board (F.O.B.) Destination unless otherwise agreed. Title to purchased Equipment will pass upon receipt of full payment. Customer is responsible for maintaining documentation of the serial number for all Equipment as this information is required to provide technical support services or to request a refund or replacement for defective Equipment as provided for in Section 1f. The serial number is located on the factory sticker of the box the Equipment came in, under the battery of the Equipment., or on the back cover of the device.

d. **Permitted Users**

(1) users, recipients, or beneficiaries of Customer's educational, nonprofit, or social welfare programs or services, or (ii) employees, volunteers, or independent contractors of Customer, and who, in each case, (A) acknowledge to Customer that they have been (x) provided a copy of the then-current TOS or Permitted User Minimum Terms of Service available at mobilebeacon.org/legal, and (y) advised to monitor updates to these Permitted User Minimum Terms of Service on Mobile Beacon's website, and (B) are not in violation of these TOS or the Permitted User Minimum Terms of Service.

ii. **Termination of Permitted User Status**. Customer will notify Mobile Beacon immediately upon Customer becoming aware of any unauthorized use of a Permitted User's account, any suspected security breach, or any failure by a Permitted User to comply with these TOS. Once a person ceases to be a Permitted User for any reason, Customer shall take such action as is necessary to ensure that such individual no longer makes use of or accesses the Service and sha (i) attempt to reclaim possession of the Equipment from such person, and (ii) email service@mobilebeacon.org with (A) the serial number of any Equipment in the former Permitted User's possession (the serial number is located on the factory sticker under the battery of such Equipment, or on the back cover of the device) and (B) request Mobile Beacon to disable access to the Service by the Equipment until such time as Customer has reclaimed possession of the Equipment and requests that access to the Service be enabled.

iii. **Additional Obligations Regarding Permitted Users.** Customer will make the Service available to Permitted Users only pursuant to arrangements whereby Permitted Users are made aware of prohibited activity and their obligations under the Permitted User Minimum Terms of Service, including checking Mobile Beacon's website for any changes to these terms. Customer shall remind each Permitted User at least annually during the Subscription Term, of the conduct expected of Permitted Users. Customer shall maintain documentation of the serial number of any Equipment in the possession of a Permitted User.

e. **Limitations Resulting from Third-Party Provider**. Customer understands and agrees that the Service is provided by a thir party, who may change from time to time (the "**Provider**"). As of the Effective Date, the Provider is T-Mobile USA. The state of the network migration and the identity of the Provider may change at any time. The state of the network migration and the identity of the Provider may change at any time. MOBILE BEACON, AS A DISTRIBUTOR OF THE SERVICE, DOES NOT ASSUME RESPONSIBILITY FOR THE AVAILABILITY OF THE SERVICE OR THE CONDUCT OF THE PROVIDER. For example, Mobile Beacon does not control or assume responsibility for congestion management, block or rate-control protocols or protocol ports, inhibit or favor any particular applications, impose user device rules or provide end-user security functionality. Customer further understands and agrees on its behalf and on behalf of its Permitted Users that the underlying technology and availability of the Service could change after the Effective Date in a manner causing changes or disruptions to the Service ("**Provider Service Change**"). ANY CHANGE TO OR DISRUPTION OF THE SERVICE IN CONNECTION WITH THE FOREGOING SHALL NOT CONSTITUTE A BREACH OF THESE TOS.

f. **REFUND AND RETURN** Mobile Beacon provides a Limited Refund Policy for new Equipment ordered through Mobile Beacon. Mobile Beacon also provides a Defective Device Replacement Policy for certain Equipment. The current terms of these policies are located at the following website address: www.mobilebeacon.org/legal and their terms are incorporated in these TOS by reference, and like these TOS, the terms of these policies may be modified at any time by Mobile Beacon upo posting a revision to its website, which shall become binding on the Customer one week after such posting.

g. **Additional Obligations of Grant Recipients.** The following terms apply only to Customers who are recipients of donations (each a "**Grant Recipient**") through Mobile Beacon's Connect for Success and Wi-Fly grant programs (each, a "**Grant Program**"):

i. In connection with the Grant Programs and for the purposes described in the Customer's grant application to Mobile Beacon ("Grant Purpose"), during the initial Subscription Term, Customer agrees to complete the Mobile Beacon's feedback and evaluation requirements, which include submitting a six-month and 12-month written report in the format provided by Mobile Beacon. If Customer fails to complete and provide these reports to Mobile Beacon at the appropriate times, Customer shall return all Equipment to Mobile Beacon at Customer's expense within 30 days.

laws, Customer agrees to provide feedback, testimonials, stories and photographs of Permitted Users and/or Customer' staff or program administrators to demonstrate how the Service and Equipment were used for the Grant Purpose during the initial Subscription Term. Customer is responsible for securing any required permission/release from individuals for any personally identifiable information prior to submitting to Mobile Beacon. For all such material provided to Mobile Beacon, Customer grants Mobile Beacon and its affiliates the right to edit, use, and reuse this content in future publications, marketing materials, case studies, social media, or other public communications. Customer represents and warrants that any such materials provided to Mobile Beacon adhere to Customer's privacy policies as well as state and federal law regarding any personally identifiable information of Permitted Users or Customer's employees, and will hold Mobile Beacon and its officers, directors and affiliates, harmless for any claims resulting from a breach of any such privacy policies and applicable laws. For example, if Customer does not have permission to use a students' or parent/guardian's name, Customer may attribute the feedback generally (e.g. "student in Grade [X]" or "Parent").

iii. Customer agrees to use the Service and Equipment for the Grant Purpose for a minimum of 20 hours per week so long as any applicable Subscription Term hereunder remains unexpired(the "Grant Period"). For Connect for Success grant recipients, this requirement only applies while school is in session. If the Service associated with any Subscription is not used for three consecutive months during (x) in the case of a Connect for Success Grant Recipient, the initial Subscription Term, and (y) for all other Customers, the Grant Period, the Customer is required at its own expense to return all Equipment (100% intact including the original boxes, all cords and plugs, batteries, body of the devices, and pamphlets) to Mobile Beacon. Customer shall be responsible for the cost of any Equipment not returned 100% intact an free of defects.

iv. Customer also agrees to follow the communication plan provided by Mobile Beacon in communicating the Grant Prograr to its local media and community. Additionally, Customer agrees to cooperate with Mobile Beacon in publicizing the gran award and associated outcomes. Customer shall provide Mobile Beacon with the opportunity to review materials with ou name and logo prior to publication. Such materials should be sent to grants@mobilebeacon.org and include details on where the information will be posted or distributed and when.

v. Provided that Customer meets its obligations under subparts i, ii, and iii of this Section, Customer shall have no obligation to return any of the Equipment at the end of the Grant Period. Additionally, unless terminated in accordance with Section 6b, Customer has the right (but no obligation) to continue the Service at the end of the Grant Period by renewing some or all of the Subscriptions associated with Equipment at Mobile Beacon's then-current rate.

. Pricing, Other Charges and Payment Terms.

a. **Subscription and Equipment Pricing & Payment.** Pricing for Subscriptions (the "**Subscription Fee**") during the initial Subscription Term, and the pricing for any associated Equipment, will be as set forth in the applicable Order (which also will specify any applicable discount or no-charge items in the case of donations). Customer is responsible for payment of all invoiced amounts within the time specified on the invoice. Payments are not subject to set off or withholding.

b. **Taxes, Fees Other Charges.**Customer is responsible for any and all applicable taxes, duties, fees, surcharges, account set up fees or other costs payable in connection with the Service and Equipment, (including Equipment shipping costs), except to the extent Customer can show with documentation satisfactory to Mobile Beacon that the transaction is lawfully exempt from such taxes, fees, or other charges. Taxes, fees and other charges may vary from month to month. Mobile Beacon is no required to provide advance notice of any such taxes, fees or other charges, except as may be required by law. Customer agrees to pay any additional charges or fees, including interest and charges due to insufficient credit or insufficient funds or delay in payment or failure to collect any applicable tax or governmental charge.

. Publicity.

a. Customer may use or refer to the name, trademarks or logos of Mobile Beacon in any advertisement, publication or otl

publication, other media or otherwise.

. Service Limitations & Restrictions.

a. **Availability.** The Service is not available in all locations and Permitted Users will only be able to access the Service when within the operating range of the Provider's network, which may change from time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mobile Beacon's control. The Service and Equipment may not function in the event of a power failure or disruption, and Permitted Users may be required to reset or reconfigure their Equipment or other hardware in order to use the Service thereafter. Neither Mobile Beacon nor Provider assume any liability with regard to any failure or lack of performance of the Service for any reason whatsoever.

b. **Service Quality and Maintenance.** The speed and bandwidth available to Equipment accessing the Service may vary for a variety of reasons. The Provider reserves the right to engage in reasonable network management to protect the overall integrity of the Provider's network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of network congestion. In addition, Provider will perform maintenance on the Service, which may include planned or unplanned interruptions of the Service. Customer acknowledges and agrees that neither Mobile Beacon nor any of the other Mobile Beacon Parties (as defined in Section 8b will be responsible for any losses or damages suffered by Customer, or anyone accessing the Service through Customer, as a result of any Service interruptions. Custome acknowledges that the Service may not be available in all areas, and even within coverage areas Service availability, quality signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. No credit or adjustment will be made for interruptions or degradations of the Service except as agreed by Mobile Beacon in its discretion or as required by applicable law.

c. **Provider AUP, T&C.** Use of the Service is subject to the Provider's then-current (i) acceptable use policy (the **"Provider AUP")** and (ii) end user terms and conditions (the **" Provider T&C").** The Provider AUP and Provider T&C (as they may change from time to time) are incorporated herein by reference. You can view the Provider AUP and Provider T&C at https://www.t-mobile.com/responsibility/consumer-info/policies/terms-of-use. These Provider AUPs and Provider T&Cs, a well as their locations on the Provider websites, are subject to change without notice. The applicable Provider AUP and Provider T&C are effective as of the date provided for on the Provider websites, which may be different than the time changes to these TOS made on the Mobile Beacon website become effective.

d. **Open Internet Rule Disclosures.** Customer represents that it has read and understands Mobile Beacon's Open Internet Transparency Rule Disclosures, as may be amended, which are available at mobilebeacon.org/legal and are incorporated herein by reference.

e. **Usage Limits.** THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY MOBILE BEACON AND ARE SUBJECT TO CHANGE. MOBILE BEACON MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE CUSTOMER ADVANCE NOTICE THEREOF.

f. **Customer and Permitted User Prohibitions/Suspension of Services.** Customer shall not permit any person who is not a current Permitted User to access the Service, nor shall Customer permit anyone to resell Subscriptions or the Service or Equipment, nor shall Customer grant any sublicense of any kind in respect of any aspect of the Service. CUSTOMER AND PERMITTED USERS SHALL NOT ATTEMPT TO REVERSE-ENGINEER, INTERFERE OR TAMPER WITH, OR OTHERWISE USE OR ABUSE THE SERVICE OR EQUIPMENT WITH THE INTENDED OR ACTUAL EFFECT OF VIOLATING THESE TOS OR ANY PERSON'S INTELLECTUAL PROPERTY RIGHTS. CUSTOMER AND ITS PERMITTED USERS ARE FURTHER PROHIBITED FROM ENGAGING IN ANY ACTIVITIES WITH REGARD TO THE SERVICE THAT WOULD VIOLATE THE PROVIDER TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENGAGING IN AN FRAUDULENT, UNLAWFUL, HARASSING, OR ABUSIVE ACTIVITIES, USING THE SERVICE IN A MANNER THAT (

PARTY. **CUSTOMER'S SUBSCRIPTION(S) AND ITS PERMITTED USERS' ACCESS TO AND USE OF THE SERVICE ASSOCIATED WITH SUCH SUBSCRIPTION(S) ARE SUBJECT TO IMMEDIATE SUSPENSION OR TERMINATION WITHOUT NOTICE IF MOBILE BEACON, IN ITS SOLE DISCRETION, HAS A REASONABLE BASIS TO BELIEVE THAT CUSTOMER OR ITS PERMITTED USER HAS ENGAGED IN ANY PROHIBITED ACTIVITY.**

. Compliance with Laws.

:ustomer represents and warrants that it will comply with all applicable laws and regulations in connection with its performance nder these TOS.

. Term and Termination.

a. **Term.** The term of these TOS will commence on the Effective Date and, unless sooner terminated as permitted herein, will continue in effect until all Subscriptions hereunder have expired or been terminated (the "**Term**"). The term of each individua Subscription is described in Section 1, above.

b. **Termination of Subscription or Suspension of Service**

   i. Mobile Beacon may suspend or terminate the Service, in whole or in part, with or without cause, at any time, including without limitation for violations of the Provider Terms and Conditions. If Mobile Beacon terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Beacon will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.

   ii. Customer may terminate Service, in whole or in part, with or without cause at any time. Except as referenced in this Section 6bii), Customer shall not be entitled to any refund or credit from Mobile Beacon under these TOS in respect of such terminated Service except in the following cases:

      A. Where Customer returns Equipment for a refund in accordance with Mobile Beacon's Refund Policy located at mobilebeacon.org/legal.

      B. Where Mobile Beacon terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Beacon will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.

      C. To the extent Customer has complied with the provisions thereof, a limited refund will be provided as set forth in Sections 10 (Service Modification and Discontinuation) and 11 (Change to Terms).

   iii. **Effect of Termination.** Upon expiration or termination of a Subscription for any reason, all rights of access to and use oi the Service under the Subscription shall automatically terminate and Customer will cause Permitted Users to immediatel cease use of the Service.

. Customer Representations and Warranties. Customer represents and warrants that:

a. it is either (i) an accredited school, college or university or has been identified in writing by Mobile Beacon as an otherwise qualifying educational institution, or (ii) a nonprofit organization described in Section 501 of the Internal Revenue Code of 1986, as amended (the "Code"), or has been identified by Mobile Beacon in writing as an otherwise qualifying nonprofit organization, or (iii) is an academic or public library, housing authority, or has been identified by Mobile Beacon in writing as qualifying social welfare organization,

b. it (i) has received a recognition of exemption under Section 501(c) of the Code, (ii) is listed on http://www.guidestar.org for nonprofits or https://data.imls.gov for libraries or (iii) has otherwise been identified by Mobile Beacon in writing as a qualifyin organization,

with these TOS,

d. it has obtained such approvals as may be required to enter into these TOS and the executing individual has the authority to bind Customer to these TOS,

e. all information provided to Mobile Beacon by or on behalf of Customer is and will continue to be accurate, complete, and current;

f. it it will not make or publish any representations, warranties or guarantees on behalf of Mobile Beacon or any of the other Mobile Beacon Parties or the Provider concerning the availability, performance, or functionality of the Service; and obtained such approvals as may be required to enter into these TOS and the executing individual has the authority to bind Customer to these TOS,

g. it will keep Mobile Beacon informed of any problems with the Service and the related resolution of such problems.

. Limitation on Warranties; Disclaimer.

a. **Limited Warranty.** To the extent Mobile Beacon has the power and authority to do so, Mobile Beacon will pass through to Customer any manufacturer's warranty for the Equipment.

b. **Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES THAT NEITHER MOBILE BEACON, ITS RELATED ENTITIES, PARENT ORGANIZATION, OR ITS SUPPLIERS, INCLUDING WITHOUT LIMITATION NORTH AMERICAN CATHOLIC EDUCATIONAL PROGRAMMING FOUNDATION INC (COLLECTIVELY THE "MOBILE BEACON PARTIES") HAS MADE ANY WARRANTIES UNDER THESE TOS OR OTHERWISE, AND CUSTOMER HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED BY THE MOBILE BEACON PARTIES WITH REGARD TO THE SERVICE OR THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL USE OF THE SERVICE AND EQUIPMENT IS AT THE CUSTOMER'S OR PERMITTED USER'S OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN.

. Support Services.

:xcept as expressly set forth in these TOS, Mobile Beacon shall have no obligations with respect to the Service. For questions bout Customer's account, billing, or customer support, please contact Mobile Beacon by emailing service@mobilebeacon.org. :xcept for any basic troubleshooting or technical support that Mobile Beacon may provide, technical support requests will be ɔuted to and are the responsibility of the Provider (collectively, the "**Support Services**"). Support Services are subject to :ustomer and its Permitted Users' use of the Service and Equipment in accordance with these TOS. Mobile Beacon or the 'rovider may need to access Equipment or related hardware or software in order to provide Support Services. Defective :quipment must be returned as provided under Mobile Beacon's Defective Device Replacement Policy available t mobilebeacon.org/legal. NO MOBILE BEACON PARTY IS RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY OTHEI 1OBILE BEACON PARTY OR THIRD PARTIES IN CONNECTION WITH SUPPORT SERVICES. Provider will only provide ;upport Services for Equipment purchased through Mobile Beacon, T-Mobile, or an authorized T-Mobile dealer.

0. Service Modification and Discontinuation.

1obile Beacon and the Provider reserve the right at any time to in any way modify, edit, suspend or discontinue the Service or ıe Support Services made available hereunder with or without notice, including without limitation by modification to the TOS as ıey appear on Mobile Beacon's website from time to time. In the event of Service discontinuation or of Service changes causing material adverse effect on the quality or availability of Service, the Customer may, as its sole and exclusive remedy arising out

eacon Parties shall be to pay Customer a refund of Subscription Fees previously paid for full, unused months remaining on the en-current Subscription Term.

1. Changes to Terms.

HE TERMS OF THESE TOS MAY BE MODIFIED AT ANY TIME AND FROM TIME TO TIME BY MOBILE BEACON AS ROVIDED IN THE FIRST UNNUMBERED PARAGRAPH OF THESE TOS ENTITLED "IMPORTANT – READ CAREFULLY." Vithout limiting the generality of the foregoing, Mobile Beacon also reserves the right to make modifications to the terms of ese TOS as may reasonably be needed to comply with applicable laws or to account for changes in Mobile Beacon's business ourse of dealing with the Provider, or other factors. The Provider also reserves the right to change or update the Provider AUP nd Provider T&C at any time. Mobile Beacon or the Provider (as the case may be) will reflect such changes on the Mobile eacon website or the website of the Provider, as indicated above, which the parties consider a reasonable means of notice of uch changes to Customer. All such changes will be deemed effective as provided above. If such modifications are not agreeabl Customer or to Permitted Users, Customer may elect (as its sole and exclusive remedy) to terminate the affected ubscriptions and receive a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription erm.

2. Indemnification.

ustomer shall defend, indemnify and hold harmless Mobile Beacon and the other Mobile Beacon Parties from and against any laims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties ncluding any Permitted User) resulting from or relating to: (a) any acts, omissions or breach of the representations and arranties in these TOS of or by Customer; or (b) any acts, omissions or breach of these TOS by Permitted Users or any other ser receiving access to the Service through Customer.

3. Limitation of Liability.

O THE FULLEST EXTENT PERMITTED BY LAW, THE MOBILE BEACON PARTIES' CUMULATIVE LIABILITY TO USTOMER AND TO ANY PERMITTED USER AND TO ANY THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR ELATING TO THESE TOS WILL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY CUSTOMER TO MOBILE EACON IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE FIRST CLAIM AROSE. MULTIPLE CLAIMS ILL NOT ENLARGE THIS LIMIT. THE MOBILE BEACON PARTIES WILL HAVE NO LIABILITY WITH REGARD TO ANY EFECT OR FAILURE OF THE SERVICE, EQUIPMENT, OR SUPPORT SERVICES, ANY LACK OR BREACHES OF ECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF CUSTOMER'S OR ANY PERMITTED USER'S DAT NY COST OF OBTAINING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. FURTHER, IN NO EVENT WILL THE OBILE BEACON PARTIES BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR XEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS NTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF R INABILITY TO USE THE SERVICE OR THE EQUIPMENT, UNDER ANY THEORY, WHETHER CONTRACT, TORT, EGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY EVE SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF UCH DAMAGES.

4. Assignment.

ustomer's rights under these TOS may not be transferred, leased, assigned, or sublicensed, including without limitation to any uccessor in interest, without the prior written consent of Mobile Beacon. Any purported attempt to transfer, lease, assign or ublicense Customer's rights without the consent of Mobile Beacon will be void, and Mobile Beacon may immediately term

uccessors and permitted assigns.

5. Governing Law & Venue

.ny question, controversy or dispute arising out of or related to these TOS (a "Dispute") shall be governed by and interpreted in ccordance with the laws of the State of Rhode Island, without regard to its choice of law provisions. Any actions or proceedings rising out of or relating to these TOS shall be brought in a state or federal court sitting in Rhode Island and the parties revocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense f an inconvenient forum to the maintenance of such action or proceeding. To the extent permitted by applicable law, the parties ereby expressly waive the right to a trial by jury.

6. Content and Security.

a. Customer acknowledges that the internet and wireless communications are not inherently secure means of data communication, and agrees that the Mobile Beacon Parties shall have no liability for breaches of security beyond their reasonable control, including, without limitation, Customer's negligence with respect to controlling access to the Service or Customer's data. It is the sole responsibility of Customer to obtain and implement appropriate security devices, software, an other measures (including without limitation firewalls) to protect Customer's systems and data from theft, viruses, worms, Trojan horses, or other security threats, and the Mobile Beacon Parties have no responsibility or liability with regard thereto.

b. Any material downloaded or otherwise obtained through use of the Service is accessed at Customer's and Permitted Users' own discretion and risk. The Mobile Beacon Parties do not control and are not responsible for any third-party websites, tools content, services or products that Customer or a Permitted User may access or encounter during use of the Service, including without limitation the Provider's content filtering tool. Customer may request that Mobile Beacon enable the Provider's content-filtering tool for specified Equipment to block sites or content determined inappropriate in accordance with the Children's Internet Protection Act (CIPA). The Provider's content filtering tool is not guaranteed to be 100% accurate and can only filter web pages accessed via the Provider's network (it does not filter emails, SMS, MMS, applications or anything else which is not accessed through a web browser). The Provider's content filtering tool does not work if the Equipment is roaming or using WiFi. Customer agrees the Mobile Beacon Parties have no responsibility or liability with regard thereto.

c. The Provider's network management practices may entail the inspection and storage of network traffic, the provision of network traffic to third parties and/or the use of network traffic for non-network management purposes. For further information, please refer to the Provider Terms and Conditions, which form a part of these TOS. The Mobile Beacon Parties and the Provider also have the right to take actions either of them deem reasonably necessary to protect any individual or entity, comply with applicable laws, regulations, or government requests, or to enforce the terms of these TOS.

7. Notices.

:xcept where notice is not required to be given by Mobile Beacon or may be given by changes reflected on the Mobile Beacon ebsite as provided above, including in Section 11, all notices, required or permitted under these TOS (each a "Notice") shall be elivered in writing by courier, overnight delivery, or by certified or registered mail (postage prepaid and return receipt requested) the other party at its address set forth in the Order in the case of the Customer and in the case of Mobile Beacon and the lobile Beacon Parties, on its website identified above, or Notice may be given by confirmed electronic delivery by email at the ddress set forth on the Order in the case of the Customer or at the email address set forth of Mobile Beacon's website in the ase of Mobile Beacon. Either party may change to the notice address by Notice to the other party.

8. General.

ervice or Mobile Beacon's performance of these TOS to the extent that such failure is due to acts of God, failure of suppliers or ther causes beyond its control or by reason of a change in the Service. If any part of these TOS is found invalid (including ithout limitation any conflict with any applicable law or regulation) such invalidity will not affect the remaining portions of these OS, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic ffect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the ther party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. These TOS, ogether with such modifications as may be adopted pursuant to Section 11 constitute the complete agreement between ustomer and Mobile Beacon with respect to the subject matter hereof and supersedes all proposals (oral or written), all previou egotiations, and all other communications, including without limitation communications on the website of any Mobile Beacon, xcept as set forth above.

UPDATED March 11, 2024 AT 1 PM EST

IMPORTANT – READ CAREFULLY: THESE DIRECT CUSTOMER TERMS OF SERVICE, as they may be amended as hereinafter provided, form a binding legal agreement (these "**TOS**") between Educational Broadband Service Agency LLC d/b/a Mobile Beacon ("**Mobile Beacon**") and the entity listed in the signature fields below (hereinafter, the "**Customer**" or "you" or "your"). These TOS govern Customer's access to and use of the wireless broadband service that Mobile Beacon makes available under these TOS (the "**Service**"). **THESE TOS ARE EFFECTIVE WHEN EXECUTED AS PROVIDED BELOW ("EFFECTIVE DATE"). THESE TOS APPEAR ON MOBILE BEACON'S WEBSITE AND MAY BE MODIFIED AT ANY TIME BY MOBILE BEACON BY POSTING A REVISION ON ITS WEBSITE, WHICH REVISION SHALL BECOME EFFECTIVE AND BINDING ON THE PARTIES HERETO ONE WEEK AFTER POSTING.** *See* Section 11 below. **IT IS CUSTOMER'S RESPONSIBILITY TO MONITOR THE WEBSITE FOR SUCH UPDATES TO THESE TOS.**

BY SIGNING BELOW, OR BY CUSTOMER'S ACCESS TO OR USE OF THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THESE TOS, AND THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER CERTIFIES THAT THE PERSON SO EXECUTING THESE TOS HAS THE POWER AND AUTHORITY TO BIND CUSTOMER TO THESE TOS.

1) Scope of Agreement.

a) **Subscriptions for Service.** Subject to Customer's continued compliance with the terms and conditions of these TOS (including timely payment of applicable fees), Mobile Beacon will make the Service available to Customer for use by Customer's Permitted Users (defined below) based on the number of subscriptions (each, a "**Subscription**") either (i) purchased in an order placed with Mobile Beacon or (ii) provided to Customer through a donation made by Mobile Beacon (each an "**Order**"). ALL RIGHTS NOT EXPRESSLY GRANTED IN THESE TOS ARE RESERVED BY MOBILE BEACON. NEITHER CUSTOMER NOR ANY PERMITTED USER IS GRANTED ANY RIGHTS TO ANY FIRMWARE OR SOFTWARE UNDER THESE TOS.

b) **Subscription Term.** The initial term of each Subscription shall be as set forth in the applicable Order and, subject to these TOS, Service availability and any applicable price adjustments then in effect. For all other Subscriptions, Mobile Beacon will attempt to contact Customer by email at the last email address provided to Mobile Beacon by Customer to (i) inform Customer when Customer's Subscription Term is drawing to a close and (ii) provide Customer with a form to renew Service for an additional Subscription Term. If Mobile Beacon does not receive payment in full for any applicable additional Subscription Term, Mobile Beacon reserves the right to immediately suspend or terminate Customer's use of the Service for the applicable Subscription(s). The initial Subscription Term and any subsequent renewal Subscription Term are each a "**Subscription Term**."

c) **Equipment**. Customer is responsible for ordering through Mobile Beacon the equipment needed for its Permitted Users' use of the Service ("**Equipment**"). Requirements for Equipment compatibility with Provider's network are set forth on www.t-mobile.com. MOBILE BEACON IS NOT RESPONSIBLE FOR ANY FAILURE OF THE EQUIPMENT TO FUNCTION PROPERLY WITH THE SERVICE. IN ADDITION, CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ALL EQUIPMENT AND ANY ASSOCIATED COMPONENT THEREOF MEET THE MINIMUM TECHNICAL REQUIREMENTS POSTED ON PROVIDER'S WEBSITE. Equipment will be shipped activated and authenticated by the Provider. All Equipment is delivered Free On Board (F.O.B.) Destination unless otherwise agreed. Title to purchased Equipment will pass upon receipt of full payment. Customer is responsible for maintaining documentation of the serial number for all Equipment as this information is required to provide technical support services or to request a refund or replacement for defective Equipment as provided for in Section 1f. The serial number is located on the factory sticker of the box the Equipment came in, under the battery of the Equipment., or on the back cover of the device.

d) **Permitted Users**.

i) "**Permitted Users**" means only those individuals who at all times during a Subscription Term are

(1) users, recipients, or beneficiaries of Customer's educational, nonprofit, or social welfare programs or services, or (ii) employees, volunteers, or independent contractors of Customer, and who, in each case, (A) acknowledge to Customer that they have been (x) provided a copy of the then-current TOS or Permitted User Minimum Terms of Service available at www.mobilebeacon.org/legal, and (y) advised to monitor updates to these Permitted User Minimum Terms of Service on Mobile Beacon's website, and (B) are not in violation of these TOS or the Permitted User Minimum Terms of Service.

ii) **Termination of Permitted User Status.** Customer will notify Mobile Beacon immediately upon Customer becoming aware of any unauthorized use of a Permitted User's account, any suspected security breach, or any failure by a Permitted User to comply with these TOS. Once a person ceases to be a Permitted User for any reason, Customer shall take such action as is necessary to ensure that such individual no longer makes use of or accesses the Service and shall (i) attempt to reclaim possession of the Equipment from such person, and (ii) email service@mobilebeacon.org with (A) the serial number of any Equipment in the former Permitted User's possession (the serial number is located on the factory sticker under the battery of such Equipment, or on the back cover of the device) and (B) request Mobile Beacon to disable access to the Service by the Equipment until such time as Customer has reclaimed possession of the Equipment and requests that access to the Service be enabled.

iii) **Additional Obligations Regarding Permitted Users.** Customer will make the Service available to Permitted Users only pursuant to arrangements whereby Permitted Users are made aware of prohibited activity and their obligations under the Permitted User Minimum Terms of Service, including checking Mobile Beacon's website for any changes to these terms. Customer shall remind each Permitted User at least annually during the Subscription Term, of the conduct

expected of Permitted Users. Customer shall maintain documentation of the serial number of any Equipment in the possession of a Permitted User.

e) **Limitations Resulting from Third-Party Provider**. Customer understands and agrees that the Service is provided by a third party, who may change from time to time (the "**Provider**"). As of the Effective Date, the Provider is T-Mobile USA. The state of the network migration and the identity of the Provider may change at any time. MOBILE BEACON, AS A DISTRIBUTOR OF THE SERVICE, DOES NOT ASSUME RESPONSIBILITY FOR THE AVAILABILITY OF THE SERVICE OR THE CONDUCT OF THE PROVIDER. For example, Mobile Beacon does not control or assume responsibility for congestion management, block or rate-control protocols or protocol ports, inhibit or favor any particular applications, impose user device rules or provide end-user security functionality. Customer further understands and agrees on its behalf and on behalf of its Permitted Users that the underlying technology and availability of the Service could change after the Effective Date in a manner causing changes or disruptions to the Service ("**Provider Service Change**"). ANY CHANGE TO OR DISRUPTION OF THE SERVICE IN CONNECTION WITH THE FOREGOING SHALL NOT CONSTITUTE A BREACH OF THESE TOS.

f) **REFUND AND RETURN POLICIES.** Mobile Beacon provides a Limited Refund Policy for new Equipment ordered through Mobile Beacon. Mobile Beacon also provides a Defective Device Replacement Policy for certain Equipment. The current terms of these policies are located at the following website address: www.mobilebeacon.org/legal and their terms are incorporated in these TOS by reference, and like these TOS, the terms of these policies may be modified at any time by Mobile Beacon upon posting a revision to its website, which shall become binding on the Customer one week after such posting.

g) **Additional Obligations of Grant Recipients.** The following terms apply only to Customers who are recipients of donations (each a **"Grant Recipient"**) through Mobile Beacon's Connect for Success and Wi-Fly grant programs (each, a **"Grant Program"**):

   i. In connection with the Grant Programs and for the purposes described in the Customer's grant application to Mobile Beacon ("Grant Purpose"), during the initial Subscription Term, Customer agrees to complete the Mobile Beacon's feedback and evaluation requirements, which include submitting a six-month and 12-month written report in the format provided by Mobile Beacon. If Customer fails to complete and provide these reports to Mobile Beacon at the appropriate times, Customer shall return all Equipment to Mobile Beacon at Customer's expense within 30 days.

   ii. In connection with the above written reports, and in compliance with Customer's privacy policies and applicable privacy laws, Customer agrees to provide feedback, testimonials, stories and photographs of Permitted Users and/or Customer's staff or program administrators to demonstrate how the Service and Equipment were used for the Grant Purpose during the initial Subscription Term. Customer is responsible for securing any required permission/release from individuals for any personally identifiable information prior to submitting to Mobile Beacon. For all such material provided to Mobile Beacon, Customer grants Mobile Beacon and its affiliates the right to edit, use, and reuse this content in future

publications, marketing materials, case studies, social media, or other public communications. Customer represents and warrants that any such materials provided to Mobile Beacon adhere to Customer's privacy policies as well as state and federal law regarding any personally identifiable information of Permitted Users or Customer's employees, and will hold Mobile Beacon and its officers, directors and affiliates, harmless for any claims resulting from a breach of any such privacy policies and applicable laws. For example, if Customer does not have permission to use a students' or parent/guardian's name, Customer may attribute the feedback generally (e.g. "student in Grade [X]" or "Parent").

iii. Customer agrees to use the Service and Equipment for the Grant Purpose for a minimum of 20 hours per week so long as any applicable Subscription Term hereunder remains unexpired(the "Grant Period"). For Connect for Success grant recipients, this requirement only applies while school is in session. If the Service associated with any Subscription is not used for three consecutive months during (x) in the case of a Connect for Success Grant Recipient, the initial Subscription Term, and (y) for all other Customers, the Grant Period, the Customer is required at its own expense to return all Equipment (100% intact including the original boxes, all cords and plugs, batteries, body of the devices, and pamphlets) to Mobile Beacon. Customer shall be responsible for the cost of any Equipment not returned 100% intact and free of defects.

iv. Customer also agrees to follow the communication plan provided by Mobile Beacon in communicating the Grant Program to its local media and community. Additionally, Customer agrees to cooperate with Mobile Beacon in publicizing the grant award and associated outcomes. Customer shall provide Mobile Beacon with the opportunity to review materials with our name and logo prior to publication. Such materials should be sent to grants@mobilebeacon.org and include details on where the information will be posted or distributed and when.

v. Provided that Customer meets its obligations under subparts i, ii, and iii of this Section, Customer shall have no obligation to return any of the Equipment at the end of the Grant Period. Additionally, unless terminated in accordance with Section 6b, Customer has the right (but no obligation) to continue the Service at the end of the Grant Period by renewing some or all of the Subscriptions associated with Equipment at Mobile Beacon's then-current rate.

2) Pricing, Other Charges and Payment Terms.

a) **Subscription and Equipment Pricing & Payment**. Pricing for Subscriptions (the "**Subscription Fee**") during the initial Subscription Term, and the pricing for any associated Equipment, will be as set forth in the applicable Order (which also will specify any applicable discount or no-charge items in the case of donations). Customer is responsible for payment of all invoiced amounts within the time specified on the invoice. Payments are not subject to set off or withholding.

b) **Taxes, Fees & Other Charges**. Customer is responsible for any and all applicable taxes, duties, fees, surcharges, account set-up fees or other costs payable in connection with the Service and Equipment, (including Equipment shipping costs), except to the extent Customer can show with documentation satisfactory to Mobile Beacon that the transaction is lawfully exempt from such

taxes, fees, or other charges. Taxes, fees and other charges may vary from month to month. Mobile Beacon is not required to provide advance notice of any such taxes, fees or other charges, except as may be required by law. Customer agrees to pay any additional charges or fees, including interest and charges due to insufficient credit or insufficient funds or delay in payment or failure to collect any applicable tax or governmental charge.

3) **Publicity.**
   i. Customer may use or refer to the name, trademarks or logos of Mobile Beacon in any advertisement, publication or other media with Mobile Beacon's prior written consent.
   ii. Customer may not use or refer to the name, trademarks or logos of Provider or any of its affiliates in any advertisement, publication, other media or otherwise.

4) **Service Limitations & Restrictions.**

   a) **Availability**. The Service is not available in all locations and Permitted Users will only be able to access the Service when within the operating range of the Provider's network, which may change from time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mobile Beacon's control. The Service and Equipment may not function in the event of a power failure or disruption, and Permitted Users may be required to reset or reconfigure their Equipment or other hardware in order to use the Service thereafter. Neither Mobile Beacon nor Provider assume any liability with regard to any failure or lack of performance of the Service for any reason whatsoever.

   b) **Service Quality and Maintenance.** The speed and bandwidth available to Equipment accessing the Service may vary for a variety of reasons. The Provider reserves the right to engage in reasonable network management to protect the overall integrity of the Provider's network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of network congestion. In addition, Provider will perform maintenance on the Service, which may include planned or unplanned interruptions of the Service. Customer acknowledges and agrees that neither Mobile Beacon nor any of the other Mobile Beacon Parties (as defined in Section 8b will be responsible for any losses or damages suffered by Customer, or anyone accessing the Service through Customer, as a result of any Service interruptions. Customer acknowledges that the Service may not be available in all areas, and even within coverage areas Service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. No credit or adjustment will be made for interruptions or degradations of the Service except as agreed by Mobile Beacon in its discretion or as required by applicable law.

   c) **Provider AUP, T&C.** Use of the Service is subject to the Provider's then-current (i) acceptable use policy (the "Provider AUP") and (ii) end user terms and conditions (the " Provider T&C"). The Provider AUP and Provider T&C (as they may change from time to time) are incorporated herein by reference. You can view its Provider AUP and Provider T&C at https://www.t-mobile.com/responsibility/consumer-info/policies/terms-of-use. These Provider AUPs and Provider T&Cs, as well as their locations on the Provider websites, are subject to change without

notice. The applicable Provider AUP and Provider T&C are effective as of the date provided for on the Provider websites, which may be different than the time changes to these TOS made on the Mobile Beacon website become effective.

d) **Open Internet Rule Disclosures**. Customer represents that it has read and understands Mobile Beacon's Open Internet Transparency Rule Disclosures, as may be amended, which are available at mobilebeacon.org/legal and are incorporated herein by reference.

e) **Usage Limits**. THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY MOBILE BEACON AND ARE SUBJECT TO CHANGE. MOBILE BEACON MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE CUSTOMER ADVANCE NOTICE THEREOF.

f) **Customer and Permitted User Prohibitions/Suspension of Services**. Customer shall not permit any person who is not a current Permitted User to access the Service, nor shall Customer permit anyone to resell Subscriptions or the Service or Equipment, nor shall Customer grant any sublicense of any kind in respect of any aspect of the Service. CUSTOMER AND PERMITTED USERS SHALL NOT ATTEMPT TO REVERSE-ENGINEER, INTERFERE OR TAMPER WITH, OR OTHERWISE USE OR ABUSE THE SERVICE OR EQUIPMENT WITH THE INTENDED OR ACTUAL EFFECT OF VIOLATING THESE TOS OR ANY PERSON'S INTELLECTUAL PROPERTY RIGHTS. CUSTOMER AND ITS PERMITTED USERS ARE FURTHER PROHIBITED FROM ENGAGING IN ANY ACTIVITIES WITH REGARD TO THE SERVICE THAT WOULD VIOLATE THE PROVIDER TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENGAGING IN ANY FRAUDULENT, UNLAWFUL, HARASSING, OR ABUSIVE ACTIVITIES, USING THE SERVICE IN A MANNER THAT COULD DAMAGE ANY PROPERTY OF ANY OTHER PERSON, OR OTHERWISE INTERFERING WITH THE SERVICE, OR VIOLATING ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION OR RULE, OR THE RIGHTS OF ANY THIRD PARTY. **CUSTOMER'S SUBSCRIPTION(S) AND ITS PERMITTED USERS' ACCESS TO AND USE OF THE SERVICE ASSOCIATED WITH SUCH SUBSCRIPTION(S) ARE SUBJECT TO IMMEDIATE SUSPENSION OR TERMINATION WITHOUT NOTICE IF MOBILE BEACON, IN ITS SOLE DISCRETION, HAS A REASONABLE BASIS TO BELIEVE THAT CUSTOMER OR ITS PERMITTED USER HAS ENGAGED IN ANY PROHIBITED ACTIVITY.**

5) **Compliance with Laws.** Customer represents and warrants that it will comply with all applicable laws and regulations in connection with its performance under these TOS.

6) Term and Termination.

a) **Term**. The term of these TOS will commence on the Effective Date and, unless sooner terminated as permitted herein, will continue in effect until all Subscriptions hereunder have expired or been terminated (the "**Term**"). The term of each individual Subscription is described in Section 1, above.

b) **Termination of Subscription or Suspension of Service**.

i. Mobile Beacon may suspend or terminate the Service, in whole or in part, with or without cause, at any time, including without limitation for violations of the Provider Terms and Conditions. If Mobile Beacon terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Beacon will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.

ii. Customer may terminate Service, in whole or in part, with or without cause at any time. Except as referenced in this Section 6bii), Customer shall not be entitled to any refund or credit from Mobile Beacon under these TOS in respect of such terminated Service except in the following cases:

A. Where Customer returns Equipment for a refund in accordance with Mobile Beacon's Limited Refund Policy located at www.mobilebeacon.org/legal.

B. Where Mobile Beacon terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Beacon will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.

C. To the extent Customer has complied with the provisions thereof, a limited refund will be provided as set forth in Sections 10 (Service Modification and Discontinuation) and 11 (Change to Terms).

c) **Effect of Termination**. Upon expiration or termination of a Subscription for any reason, all rights of access to and use of the Service under the Subscription shall automatically terminate and Customer will cause Permitted Users to immediately cease use of the Service.

7) **Customer Representations and Warranties.** Customer represents and warrants that:

a. it is either (i) an accredited school, college or university or has been identified in writing by Mobile Beacon as an otherwise qualifying educational institution, or (ii) a nonprofit organization described in Section 501 of the Internal Revenue Code of 1986, as amended (the "Code"), or has been identified by Mobile Beacon in writing as an otherwise qualifying nonprofit organization, or (iii) is an academic or public library, housing authority, or has been identified by Mobile Beacon in writing as a qualifying social welfare organization,

b. it (i) has received a recognition of exemption under Section 501(c) of the Code, (ii) is listed on http://www.guidestar.org for nonprofits https:/data.imls.gov for libraries or (iii) has otherwise been identified by Mobile Beacon in writing as a qualifying organization,

c. it will not permit anyone who is not a Permitted User to access the Service and will monitor its Permitted Users in compliance with these TOS,

d. it has obtained such approvals as may be required to enter into these TOS and the executing individual has the authority to bind Customer to these TOS,

e. all information provided to Mobile Beacon by or on behalf of Customer is and will continue to be accurate, complete, and current;

f. it will not make or publish any representations, warranties or guarantees on behalf of Mobile Beacon or any of the other Mobile Beacon Parties or the Provider concerning the availability, performance, or functionality of the Service; and

g. it will keep Mobile Beacon informed of any problems with the Service and the related resolution of such problems.

8) Limitation on Warranties; Disclaimer.

a) **Limited Warranty.** To the extent Mobile Beacon has the power and authority to do so, Mobile Beacon will pass through to Customer any manufacturer's warranty for the Equipment.

b) **Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES THAT NEITHER MOBILE BEACON, ITS RELATED ENTITIES, PARENT ORGANIZATION, OR ITS SUPPLIERS, INCLUDING WITHOUT LIMITATION NORTH AMERICAN CATHOLIC EDUCATIONAL PROGRAMMING FOUNDATION INC (COLLECTIVELY THE "**MOBILE BEACON PARTIES**") HAS MADE ANY WARRANTIES UNDER THESE TOS OR OTHERWISE, AND CUSTOMER HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED BY THE MOBILE BEACON PARTIES WITH REGARD TO THE SERVICE OR THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL USE OF THE SERVICE AND EQUIPMENT IS AT THE CUSTOMER'S OR PERMITTED USER'S OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN.

9. Support Services. Except as expressly set forth in these TOS, Mobile Beacon shall have no obligations with respect to the Service. For questions about Customer's account, billing, or customer support, please contact Mobile Beacon by emailing service@mobilebeacon.org. Except for any basic troubleshooting or technical support that Mobile Beacon may provide, technical support requests will be routed to and are the responsibility of the Provider (collectively, the "**Support Services**"). Support Services are subject to Customer and its Permitted Users' use of the Service and Equipment in accordance with these TOS. Mobile Beacon or the Provider may need to access Equipment or related hardware or software in order to provide Support Services. Defective Equipment must be returned as provided under Mobile Beacon's Defective Device Replacement Policy available at www.mobilebeacon.org/legal. NO MOBILE BEACON PARTY IS RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY OTHER MOBILE BEACON PARTY OR THIRD PARTIES IN CONNECTION WITH SUPPORT SERVICES. Provider will only provide Support Services for Equipment purchased through Mobile Beacon, T-Mobile, or an authorized T-Mobile dealer.

10. Service Modification and Discontinuation. Mobile Beacon and the Provider reserve the right at any time to in any way modify, edit, suspend or discontinue the Service or the Support Services made available hereunder with or without notice, including without limitation by modification to the TOS as they appear on Mobile Beacon's website from time to time. In the event of Service discontinuation or of

Service changes causing a material adverse effect on the quality or availability of Service, the Customer may, as its sole and exclusive remedy arising out of this Section 10, terminate the affected Subscriptions and the sole and exclusive liability of Mobile Beacon and the Mobile Beacon Parties shall be to pay Customer a refund of Subscription Fees previously paid for full, unused months remaining on the then-current Subscription Term.

11. **Changes to Terms. THE TERMS OF THESE TOS MAY BE MODIFIED AT ANY TIME AND FROM TIME TO TIME BY MOBILE BEACON AS PROVIDED IN THE FIRST UNNUMBERED PARAGRAPH OF THESE TOS ENTITLED "IMPORTANT – READ CAREFULLY." Without limiting the generality of the foregoing,** Mobile Beacon also reserves the right to make modifications to the terms of these TOS as may reasonably be needed to comply with applicable laws or to account for changes in Mobile Beacon's business, course of dealing with the Provider, or other factors. The Provider also reserves the right to change or update the Provider AUP and Provider T&C at any time. Mobile Beacon or the Provider (as the case may be) will reflect such changes on the Mobile Beacon website or the website of the Provider, as indicated above, which the parties consider a reasonable means of notice of such changes to Customer. All such changes will be deemed effective as provided above. If such modifications are not agreeable to Customer or to Permitted Users, Customer may elect (as its sole and exclusive remedy) to terminate the affected Subscriptions and receive a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.

12. **Indemnification.** Customer shall defend, indemnify and hold harmless Mobile Beacon and the other Mobile Beacon Parties from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties (including any Permitted User) resulting from or relating to: (a) any acts, omissions or breach of the representations and warranties in these TOS of or by Customer; or (b) any acts, omissions or breach of these TOS by Permitted Users or any other user receiving access to the Service through Customer.

13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MOBILE BEACON PARTIES' CUMULATIVE LIABILITY TO CUSTOMER AND TO ANY PERMITTED USER AND TO ANY THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TOS WILL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY CUSTOMER TO MOBILE BEACON IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE FIRST CLAIM AROSE. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE MOBILE BEACON PARTIES WILL HAVE NO LIABILITY WITH REGARD TO ANY DEFECT OR FAILURE OF THE SERVICE, EQUIPMENT, OR SUPPORT SERVICES, ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF CUSTOMER'S OR ANY PERMITTED USER'S DATA, ANY COST OF OBTAINING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. FURTHER, IN NO EVENT WILL THE MOBILE BEACON PARTIES BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE EQUIPMENT, UNDER ANY THEORY, WHETHER CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Assignment.** Customer's rights under these TOS may not be transferred, leased, assigned, or

sublicensed, including without limitation to any successor in interest, without the prior written consent of Mobile Beacon. Any purported attempt to transfer, lease, assign or sublicense Customer's rights without the consent of Mobile Beacon will be void, and Mobile Beacon may immediately terminate these TOS without liability. Notwithstanding the foregoing, all provisions of these TOS shall be binding upon Customer successors and permitted assigns.

15. **Governing Law & Venue.** Any question, controversy or dispute arising out of or related to these TOS (a "**Dispute**") shall be governed by and interpreted in accordance with the laws of the State of Rhode Island, without regard to its choice of law provisions. Any actions or proceedings arising out of or relating to these TOS shall be brought in a state or federal court sitting in Rhode Island and the parties irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of such action or proceeding. To the extent permitted by applicable law, the parties hereby expressly waive the right to a trial by jury.

16) Content and Security.

a. Customer acknowledges that the internet and wireless communications are not inherently secure means of data communication, and agrees that the Mobile Beacon Parties shall have no liability for breaches of security beyond their reasonable control, including, without limitation, Customer's negligence with respect to controlling access to the Service or Customer's data. It is the sole responsibility of Customer to obtain and implement appropriate security devices, software, and other measures (including without limitation firewalls) to protect Customer's systems and data from theft, viruses, worms, Trojan horses, or other security threats, and the Mobile Beacon Parties have no responsibility or liability with regard thereto.
b. Any material downloaded or otherwise obtained through use of the Service is accessed at Customer's and Permitted Users' own discretion and risk. The Mobile Beacon Parties do not control and are not responsible for any third-party websites, tools, content, services or products that Customer or a Permitted User may access or encounter during use of the Service, including without limitation the Provider's content filtering tool. Customer may request that Mobile Beacon enable the Provider's content-filtering tool for specified Equipment to block sites or content determined inappropriate in accordance with the Children's Internet Protection Act (CIPA). The Provider's content filtering tool is not guaranteed to be 100% accurate and can only filter web

pages accessed via the Provider's network (it does not filter emails, SMS, MMS, applications or anything else which is not accessed through a web browser). The Provider's content filtering tool does not work if the Equipment is roaming or using WiFi. Customer agrees the Mobile Beacon Parties have no responsibility or liability with regard thereto.

c. The Provider's network management practices may entail the inspection and storage of network traffic, the provision of network traffic to third parties and/or the use of network traffic for non-network management purposes. For further information, please refer to the Provider Terms and Conditions, which form a part of these TOS. The Mobile Beacon Parties and the Provider also have the right to take actions either of them deem reasonably necessary to protect any individual or entity, comply with applicable laws, regulations, or government requests, or to enforce the terms of these TOS.

17. **Notices**. Except where notice is not required to be given by Mobile Beacon or may be given by changes reflected on the Mobile Beacon website as provided above, including in Section 11, all notices, required or permitted under these TOS (each a "Notice") shall be delivered in writing by courier, overnight delivery, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at its address set forth in the Order in the case of the Customer and in the case of Mobile Beacon and the Mobile Beacon Parties, on its website identified above, or Notice may be given by confirmed electronic delivery by email at the address set forth on the Order in the case of the Customer or at the email address set forth of Mobile Beacon's website in the case of Mobile Beacon. Either party may change to the notice address by Notice to the other party.

18. **General.** None of the Mobile Beacon Parties or Provider shall be responsible or liable in any manner under these TOS for any failure of the Service or Mobile Beacon's performance of these TOS to the extent that such failure is due to acts of God, failure of suppliers or other causes beyond its control or by reason of a change in the Service. If any part of these TOS is found invalid (including without limitation any conflict with any applicable law or regulation) such invalidity will not affect the remaining portions of these TOS, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. These TOS, together with such modifications as may be adopted pursuant to Section 11 constitute the complete agreement between Customer and Mobile Beacon with respect to the subject matter hereof and supersedes all proposals (oral or written), all previous negotiations, and all other communications, including without limitation communications on the website of any Mobile Beacon, except as set forth above.

Organization Name: _____

Signature: _____

Printed Name (First and Last): _____

Date: _____

Email: _____

DISCLOSURES FOR MOBILE BEACON

Customer Agreement (Terms of Service) as Modified by City of Boynton Beach Addendum

Educational Broadband Service Agency LLC d/b/a Mobile Beacon

TOS Updated March 11, 2024 | Addendum Executed March 24, 2026

The agreement is on the vendor's form and is read together with the City of Boynton Beach Addendum executed March 24, 2026. In the event of any conflict between the TOS and the Addendum, the Addendum controls. Non-standard business and legal terms are disclosed below as they apply to the City. By approving this agreement, you are accepting these terms on behalf of the City.

Section	Disclosure
Indemnification (TOS Sec. 12; Addendum)	**Indemnification obligations are mutual.** City Indemnification: The City is required to defend, indemnify, and hold harmless Mobile Beacon and all Mobile Beacon Parties against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties, including any Permitted User, resulting from: (a) any acts, omissions, or breach of the City's representations and warranties under the TOS; or (b) any acts, omissions, or breach of the TOS by Permitted Users or any other user accessing the Service through the City. This obligation is not limited to intentional or negligent conduct. Mobile Beacon Indemnification: Mobile Beacon is required to indemnify, hold harmless, and defend the City and its current, past, and future officers, agents, and employees against all causes of action, demands, claims, losses, liabilities, and expenditures of any kind (including attorneys' fees through appellate proceedings) raised by third parties caused, in whole or in part, by any intentional, reckless, or grossly negligent act or omission of Mobile Beacon or its officers, employees, or agents arising from or relating to the Agreement. Mobile Beacon may assume and control the defense; the City may participate at its own expense. These obligations survive termination. Note: This standard is limited to intentional, reckless, or grossly negligent conduct, which is narrower than the City's preferred ordinary negligence standard.
Fee Increases (TOS Sec. 1(b), 2(a)-(b), 11)	Subscription pricing for the initial term is set in the applicable Order. However, Mobile Beacon may unilaterally modify the TOS, including pricing, at any time by posting a revision to its website. Changes become effective and binding one week after posting. The City has no approval right; its only remedy for unacceptable changes is to terminate affected subscriptions and receive a refund of prepaid unused fees. Additionally, taxes, duties, fees, surcharges, and account set-up costs are entirely the City's responsibility. Mobile Beacon is not required to provide advance notice of changes to those charges.
Confidentiality (TOS Sec. 16)	The agreement contains no confidentiality obligations protecting the City's information. The City bears sole responsibility for securing its own systems and data. T-Mobile (the Provider) may inspect and store network traffic, share it with third parties, and use it for non-network management purposes as part of its network management practices. The City should assess whether this data sharing is compatible with its obligations under Florida Chapter 119 and applicable data privacy laws.
Proprietary Rights (TOS Sec. 1(a))	All rights not expressly granted are reserved by Mobile Beacon. The City and Permitted Users receive no rights to any firmware or software and hold only a subscription-based access right for the term. Mobile Beacon and its affiliates retain a broad license to edit, use, and reuse any feedback, testimonials, stories, and photographs provided by the City or Permitted Users for future marketing, publications, case studies, and social media (applicable if the City is a grant recipient under Sec. 1(g)).

Section	Disclosure
Limitation of Liability (TOS Sec. 13)	Mobile Beacon's total cumulative liability to the City, Permitted Users, and any third party for all claims is capped at the total subscription fees paid by the City in the 12 months prior to the first claim. Multiple claims do not enlarge this cap. Mobile Beacon has no liability for any defect or failure of the Service or equipment, any security breach, any loss or corruption of data, or the cost of obtaining substitute goods, services, or technology. All consequential, indirect, incidental, special, and exemplary damages are excluded under any theory of liability, even if foreseeable.
Warranty (TOS Sec. 8)	Mobile Beacon disclaims all warranties express or implied, including merchantability, fitness for a particular purpose, title, and non-infringement. The Service and Equipment are provided strictly on an 'as is' and 'as available' basis. Mobile Beacon's only warranty obligation is a limited pass-through of any manufacturer's warranty for equipment, to the extent it has the authority to do so. All use of the Service and Equipment is at the City's and Permitted Users' own risk. Neither Mobile Beacon nor the Provider assumes any liability for any failure or lack of performance for any reason.
Dispute Resolution / Governing Law (Addendum; TOS Sec. 15)	Governing law is Rhode Island, without regard to choice of law provisions. The Addendum replaces the TOS venue provision but is silent on venue. Both parties expressly waive the right to trial by jury for any civil litigation related to the Agreement.
Termination (TOS Sec. 6)	Mobile Beacon may suspend or terminate the Service with or without cause at any time, including immediately and without notice if it has a reasonable basis to believe in its sole discretion that the City or a Permitted User has engaged in prohibited activity. The City may terminate with or without cause at any time but is generally not entitled to a refund except: (1) where equipment is returned per the Mobile Beacon Refund Policy; (2) where Mobile Beacon terminates without cause more than one month before subscription expiration; or (3) in connection with service discontinuation or material term modification under Sections 10 and 11 of the TOS. Upon termination, all access rights immediately end, and Permitted Users must cease use.
Changes to Terms (TOS Sec. 11)	Mobile Beacon may modify any term of the TOS at any time by posting a revision to its website, effective and binding one week after posting. The City is responsible for monitoring the website for updates. If modifications are unacceptable, the City's sole and exclusive remedy is to terminate the affected subscriptions and receive a refund of prepaid unused fees for the remaining full months. The Provider (T-Mobile) similarly reserves the right to change its acceptable use policy and terms and conditions at any time.
Data / Security (TOS Sec. 16)	The City bears sole responsibility for implementing appropriate security measures, including firewalls, to protect its systems and data. Mobile Beacon and the Provider have no liability for security breaches beyond their reasonable control. The Provider's network management practices may include inspection and storage of network traffic, provision of traffic to third parties, and use of traffic for non-network management purposes. The agreement specifies no data retention schedule, data return obligations, or deletion requirements upon termination.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-072- Approve a Piggyback Agreement with American Traffic Solutions, Inc., DBA Verra Mobility, utilizing the City of Bartow contract RFP #24-19, for services related to the Red Light Enforcement Program to enforce traffic violations.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-072.

Explanation of Request: The City of Boynton Beach established its photo enforcement program in 2009 through Ordinance 08-034. The current contract, pursuant to Resolution R21-031, expires on May 14, 2026. Staff is requesting approval to award and establish a piggyback agreement with American Traffic Solutions, Inc., d/b/a Verra Mobility, utilizing the competitively procured City of Bartow RFP #24-19. Staff recommends this procurement method for the following reasons: Enhances traffic safety efforts by serving as a force multiplier across multiple intersections. Maintains program continuity with a vendor the City has partnered with successfully since 2011. Staff is already familiar with Verra Mobility's backend software, ensuring seamless operational continuity. The Bartow contract provides a three-year term with two (2) additional one-year renewal options. The new pricing structure reduces the current monthly fee from $3,850 to $3,300 per device. The $3,300 fee includes ALPR program support, provides an optional $250 monthly credit per device to offset current or future costs related to expanding the City's ALPR infrastructure, if the City purchases/installs its own cameras in the future. ALPR units do not need to be co-located with the red-light camera infrastructure, offering flexibility in deployment. Combined, the fee reduction and ALPR credit provide a total savings of $800 per device per month from the current contract costs. This agreement maintains service continuity, enhances investigative capability, and expands the City's traffic safety technology footprint while reducing costs.

This purchase will be made under the Piggyback Exemption authorized by the City's Purchasing Policy. Piggyback contracts provide significant value to the City of Boynton Beach by offering a cost-effective and efficient method of procurement. Leveraging contracts competitively awarded by other governmental entities allows the City to avoid issuing its own formal solicitation, which can be time-consuming and resource-intensive. This process accelerates access to needed goods and services while benefiting from favorable pricing achieved through economies of scale. Additionally, piggyback agreements utilize vendors who have already undergone a rigorous competitive evaluation, reducing administrative workload and mitigating risks associated with vendor performance. Overall, piggyback procurement streamlines operations, saves taxpayer dollars, and supports timely and effective service delivery for City departments and residents.

Disclosures of non-standard contract terms are outlined in the attached disclosure matrix.

How will this affect city programs or services? The implementation of the Red Light Enforcement Program has shown to assist with protecting the health, safety, and welfare of the citizens of Boynton Beach from a traffic safety perspective.

Budgeted Item: Yes

Account Line Item and Description: Revenue account 103-0000-354.05-00.

Fiscal Impact: Revenue generated from fines collected will be tracked in a separate account and used for public safety, pursuant to Florida State Statute.

If approved by the City Commission, the anticipated annual savings are approximately $172,800.00.

Attachments:
R26-072 Agenda_Item__4530-
2026_Resolution_for_American_Traffic_Solutions_DBA_Verra_Mobility_Piggyback_agmt.docx
PB - Red Light Cameras - Verra - Final.pdf
Bartow Contract.pdf
2024-05-20 minutes Regular Meeting City Commission.pdf
RFP 24-19, NOTICE OF INTENT TO AWARD.pdf
Boynton Beach FL proposal.pdf
Disclosures-Bartow Verra Mobility Piggyback Agreement.docx

RESOLUTION NO. R26-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT BETWEEN THE CITY AND AMERICAN TRAFFIC SOLUTIONS, INC., D/B/A VERRA MOBILITY FOR RED LIGHT CAMERAS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach, Florida ("City") desires to implement a photo enforcement program to enforce traffic violations (the "Program") in accordance with Fla. Stat. §316.0083; and

WHEREAS, the City of Bartow, Florida ("Bartow") issued RFP #24-19 for a Red-Light Camera Traffic Enforcement System, and following a competitive procurement process, the City of Bartow Evaluation Committee selected American Traffic Solutions, Inc., doing business as Verra Mobility ("Vendor") as the highest scored firm, as evidenced by the Notice of Intent to Award dated May 13, 2024; and

WHEREAS, the City of Bartow entered into a Photo Enforcement Services Agreement, Safety Camera Systems with Vendor, effective August 19, 2024 (the "Master Agreement"), for the provision of red-light camera photo enforcement services; and

WHEREAS, the City of Boynton Beach desires to utilize the Bartow Agreement as the basis for its own agreement with Vendor pursuant to applicable Florida law and the City of Boynton Beach's procurement policies authorizing piggyback purchasing; and

WHEREAS, the City and Vendor have decided to allow the City to piggyback the Master Agreement, subject to the modifications described within the agreement; and

WHEREAS, the City's Purchasing Policy Section X – 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, City staff recommends that the City Commission approve this piggyback agreement with the Vendor, citing the strong relationship with the Vendor established since 2011, as well as the City's familiarity with Verra Mobility's backend software, which ensures continuity

of operations for the City's Police Department; 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 Piggyback Agreement between the City and American Traffic Solutions, Inc., d/b/a Verra Mobility for Red Light Cameras.

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 Piggyback Agreement between the City and American Traffic Solutions, Inc., d/b/a Verra Mobility for Red Light Cameras (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 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 Matthew Zeller and Andrew Rozwadowski to forward to the Vendor.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-072

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MOBILITY FOR REDLIGHT CAMERAS

This Piggyback Agreement is made as of this ____ day of _____, 2026, by and between American Traffic Solutions, Inc. d/b/a Verra Mobility, a Kansas corporation, with a principal address of 1150 N. Alma School Road Mesa, AZ 85201 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, the City of Boynton Beach, Florida ("CITY") desires to implement a photo enforcement program to enforce traffic violations (the "Program") in accordance with Fla. Stat. §316.0083;

WHEREAS, the City of Bartow, Florida ("Bartow") issued RFP #24-19 for a Red-Light Camera Traffic Enforcement System, and following a competitive procurement process, the City of Bartow Evaluation Committee selected American Traffic Solutions, Inc., doing business as Verra Mobility ("Vendor") as the highest scored firm, as evidenced by the Notice of Intent to Award dated May 13, 2024;

WHEREAS, the City of Bartow entered into a Photo Enforcement Services Agreement: Safety Camera Systems with Vendor, effective August 19, 2024 (the "Master Agreement"), for the provision of red-light camera photo enforcement services;

WHEREAS, the City of Boynton Beach desires to utilize the Bartow Agreement as the basis for its own agreement with Vendor pursuant to applicable Florida law and the City of Boynton Beach's procurement policies authorizing piggyback purchasing;

WHEREAS, the Vendor has agreed provide the Services to the City in accordance with the terms and conditions of the Bartow Agreement, presenting the most advantageous solution and the best interest of the City; and

WHEREAS, the City and Vendor have decided to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A," subject to the modifications described herein.

WHEREAS, the City's Purchasing Policy Section X – 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 methods 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, City staff recommended that the City Commission approve this piggyback agreement with Vendor, citing the strong relationship with the Vendor established since 2011, as well as the City's familiarity with Verra Mobility's backend software, which ensures continuity of operations for the City's Police Department; and

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

AGREEMENT

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

1. TERM:

The initial term of this Agreement shall commence upon full execution by the parties and shall continue through 8/27/2027, which mirrors the term of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. This Agreement may be extended for up to two (2), one (1) year renewal options upon prior written notice by City. However, City or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

Any and all renewals of this Agreement shall be in full compliance with the requirements of Fla. Stat. §316.0083, as said statute exists at the time of any such renewals, as well as all applicable procurement requirements of the City of Boynton Beach, Florida.

2. CONTRACT TERMS:

The Vendor agrees to complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. Provided, however, if the City deploys its own LPR cameras at any intersection, the City will receive a $250 credit per approach per month for City-owned/deployed cameras. 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 "City of Bartow" are hereby replaced with the "City of Boynton Beach."

3. 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

4. INVOICES AND PAYMENT:

If for any reason payments are not made by ACH as required by Section 5.1 of the Master Agreement, any invoices and payments sent by mail 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.

Vendor shall provide W-9 with first invoice/payment request.

5. 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.

6. ATTORNEY'S FEES:

In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

7. PUBLIC RECORDS:

Section 6 - COMMUNICATION OF INFORMATION (vi) of the Master Agreement is amended to read as follows:

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 OFFICE

100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

8. SCRUTINIZED COMPANIES - 287.135 AND 215.473:

By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The 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 the Vendor of the City's determination concerning the false certification. The 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, 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 Section 287.135, Florida Statutes, as amended from time to time.

9. 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.

10. VENUE:

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

11. EXECUTION OF THE AGREEMENT:

This Agreement will take effect once signed by both parties. 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 with respect to all provisions contained in this Agreement

12. 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 additional insured.

13. INDEPENDENT CONTRACTOR:

The 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 the Agreement and shall not be considered the City's employee for any purpose.

14. 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.

15. 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 City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

16. ENTIRE AGREEMENT.

The Agreement, including the Master Agreement, 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.

17. 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.

18. 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.

19. TERMINATION FOR CHANGE IN LAW OR LEGAL PROHIBITION

Notwithstanding any other provision of this Agreement, City may terminate this Agreement immediately upon written notice to Vendor, without liability for any early termination fee, in the event that: (i) any federal or state court of competent jurisdiction

issues a final, non-appealable ruling declaring the use of red light camera systems or any other services provided under this Agreement to be unconstitutional or otherwise unlawful; (ii) any applicable federal, state, or local law, regulation, or ordinance is enacted or amended in a manner that prohibits or materially restricts City's ability to use the services for their intended purpose; or (iii) any governmental authority with jurisdiction over City issues a binding directive, order, or determination that continued operation of the red light camera systems would violate applicable law. In the event of termination pursuant to this section, the early termination fee set forth in Section 15.1(iii) of this Agreement shall not apply, and Vendor shall refund to City a pro-rata portion of any prepaid fees attributable to the period following the effective date of termination. To the extent any provision of this Agreement, including any early termination fee provision, conflicts with this section, this section shall control.

Signature Page to follow

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

AMERICAN TRAFFIC SOLUTIONS, INC., D/B/A VERRA MOBILITY

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT "A"
AGREEMENT BETWEEN CITY OF BARTOW
AND
AMERICAN TRAFFIC SOLUTIONS, INC. DBA VERRA MOBILITY WITH ALL BACKUP

PHOTO ENFORCEMENT SERVICES AGREEMENT: SAFETY CAMERA SYSTEMS

This Photo Enforcement Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and the City of Bartow, FL ("Customer").

WHEREAS, Customer desires to implement a photo enforcement program to enforce traffic violations (the "Program") in accordance with Fla. Stat. §316.0083, and City of Bartow Ordinance 2024-21;

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Back-office System "BOS", including certain knowledge, equipment, licenses, and the processes for processing Events;

WHEREAS, Customer issued RFP 24-19 to which Verra Mobility responded and Customer selected Verra Mobility to provide services to implement and carry on the Customer's Program;

WHEREAS, Customer desires to use the Verra Mobility provided Camera Systems together with the BOS to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program;

WHEREAS, Customer finds that entering into this Agreement satisfies all applicable procurement requirements.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this cover page ("Effective Date").

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____ 8/28/2024
Name: Jon Baldwin Date
Title: EVP, Government Solutions

CITY OF BARTOW, FLORIDA

By: _____
Name: Trish Pfeiffer Date:
Title: Mayor 08-19-2024

ATTEST:

By: _____
Name: Jacqueline Poole Date:
Title: City Clerk 08-19-2024

I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Approach": One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed upon the mutual agreement of the parties.

"Back-Office System"* or *"BOS": The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

"Business Hours": Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

"Business Rules": The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

"Camera System" or ***"Camera"***: A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle. "**Camera System**" may refer to either a Red Light Safety Camera System, or if applicable a Fixed Speed Safety Camera System, depending on the context.

"Change Order Notice": Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

"Change Order Proposal": A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

"Citation": A citation, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in the BOS.

"**Designated Safety Zone**": A designated safety zone in which a Camera System may be installed.

"Event": A potential Violation captured by the Camera System.

"Fees": The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in **EXHIBIT A**.

"Laws": All federal, state, or local, laws, ordinances, regulations, and orders.

"Notice to Proceed": Written confirmation from Customer that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as **EXHIBIT C**.

"Owner": The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

"Paid Citation": A situation where the Person cited has paid any portion of the penalty, fine, funds, fees or costs associated with the particular Citation.

"Person" or ***"Persons"***: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Photo Enforcement Infrastructure": The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

"Program Revenue": Any gross penalty, fine, funds, fees or costs paid by a violator for any reason related to any Violation.

"Project Time Line": The initial schedule and timelines required to begin the implementation of Customer's project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of **EXHIBIT B.**

"Red Light Safety Camera System": A Camera System that uses vehicle detection technology to capture a vehicle traversing a red light traffic signal and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

"System": A Camera System and the related Photo Enforcement Infrastructure.

"Violation": A failure to obey an applicable traffic law or regulation related to a failure to obey a traffic signal or, if applicable related to operating a motor vehicle in excess of the posted speed limit, as determined in Customer's sole discretion.

II. GENERAL TERMS AND CONDITIONS

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 2.

3. ADDITIONAL SERVICES:

Verra Mobility shall provide the additional services set forth on **EXHIBIT B**, Sections 3.1 - Enhanced Video Services and 3.2. - Automated License Plate Recognition (ALPR) Interface Solutions Services, subject to the additional terms and conditions specified therein. Note: any use of ALPR services shall be in full compliance with the requirements of Fla. Stat. §316.0777 (2024), as the same may be amended from time to time.

Verra Mobility and Customer may add additional products and services upon written mutual agreement. Price quotations will be furnished upon Customer request.

4. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of three (3) years from the Effective Date, unless new Camera Systems are installed subsequent to the Effective Date, then the term shall continue for three (3) years from the first day of the month following the first-issued Citation from the last Camera System that is installed pursuant to the last Notice to Proceed delivered by Customer to Verra Mobility. This Agreement will may be extended for up to two (2), one (1) year renewal options upon prior

written notice by Customer. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term. Any and all renewals of this Agreement shall be in full compliance with the requirements of Fla. Stat. §316.0083, as said statute exists at the time of any such renewals.

5. FEES AND PAYMENT:

5.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1. Payments for Fees shall be made via Automated Clearing House (ACH).

5.2 Invoices shall be in standard Verra Mobility format and provided electronically.

5.3 Customer shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments may be subject to interest calculated at 1.5% per month on open balances.

5.4 Verra Mobility's Fees will be fixed for the initial 3-year term; thereafter, for any renewal term unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Consumer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group. All CPI increases must be reviewed and approved by the Customer at least sixty (60) days prior to the start of the renewal term, unless otherwise agreed to in writing by the parties.

6. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the BOS. Verra Mobility reserves the right to assess a fee for such services if such information is requested by a third-party or if Customer could retrieve the information from the BOS without the assistance of Verra Mobility. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information, Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

Public Records: As required by section 119.0701, Florida Statutes, Verra Mobility hereby specifically agrees to comply with the public records laws of the State of Florida. Verra Mobility specifically agrees to:

(i) Keep and maintain public records required by the Customer in order to perform the service.

(ii) Upon request from the Customer's custodian of public records, provide the Customer 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.

(iii) 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 Verra Mobility does not transfer the records to the Customer.

(iv) Upon completion of the Agreement, Verra Mobility shall maintain all public records in accordance with the Agreement for a period of 180 days and thereafter transfer at no cost to the Customer all of the public records in possession of Verra Mobility. After transfer of all public records to the Customer, Verra Mobility shall not maintain any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the Customer upon request from the Customer's records custodian in a format that is compatible with the information technology systems of the Customer. This Subsection (iv) is not intended to supersede Section 15 "Termination", however this subsection (iv) governs as it pertains to what is legally required pursuant to Chapter 119, Florida Statutes.

(v) In the event Verra Mobility fails to comply with a public records request, the Customer shall be authorized to enforce this contractual provision.

(vi) **AS IT RELATES TO THIS AGREEMENT, IN THE EVENT VERRA MOBILITY HAS QUESTIONS ON ITS DUTY AND APPLICATION OF CHAPTER 119, FLORIDA STATUTES, VERRA MOBILITY SHALL CONTACT THE CUSTOMER RECORDS CUSTODIAN AT:**

Jacki Poole, City Clark
450 North Wilson Avenue
Bartow, FL 33830
jpoole.clerks@cityofbartow.net

7. CONFIDENTIALITY:

Notwithstanding any requirements of Florida Law, and specifically the public records laws captured in Chapter 119 of the Florida Statutes, no information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

8. PROPRIETARY RIGHTS:

8.1 Back-Office System: Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS and all associated intellectual property rights, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS, even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire" for Customer. Customer agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the BOS or related documentation in whole or in part, by any means except as expressly authorized in writing by Verra Mobility. During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of Customer performing its obligations under this Agreement.

8.2 Systems: Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and all associated intellectual property rights.. On and as of the date of termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.

8.3 Public Safety Campaign and Public Awareness: As between the parties, Verra Mobility owns and retains all rights, title and interest in and to the Public Safety Campaign Content, if any, created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. "Public Safety Campaign Content" means all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein produced by Verra Mobility for a Public Safety Campaign pursuant to **EXHIBIT B**. Verra Mobility grants to Customer a perpetual, revocable, non-transferable, and non-exclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote Customer's photo enforcement programs, and to modify the Public Safety Campaign Content as needed for formatting for exercise of the license granted.

8.4 In order to produce the Public Safety Campaign Content, Customer grants Verra Mobility a nonexclusive, fully paid-up, license to use, reproduce, distribute, perform, practice and display, and to create derivatives of all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein provided to Verra Mobility ("Customer Content") solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to Customer. Customer has the ability to approve use of any Customer Content in the Public Safety Campaign Content. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to use and display Verra Mobility information, including Verra Mobility trademarks, provided by Verra Mobility on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved by Verra Mobility in advance of use.

8.5 Data Use: Notwithstanding any requirements of Florida Law, and specifically the public records laws captured in Chapter 119 of the Florida Statutes, Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS, including through the Enhanced Video Services, as defined in **EXHIBIT B**. Furthermore, Verra Mobility has a right to use non-personalized

and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Program.

8.6 Public Disclosure: Verra Mobility Corporation, the ultimate parent company in the corporate family, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility's or Verra Mobility Corporation's ability to comply with our disclosure obligations as interpreted by our attorneys and accountants under applicable, laws, rules, and regulations of the SEC or the NASDAQ.

9. INDEMNIFICATION AND LIABILITY:

9.1 Indemnification by Verra Mobility. Notwithstanding any contradictory language in the Contract, nothing herein is intended to act as a waiver of the City's sovereign immunity or the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party, (ii) to the extent such Loss was caused by Customer Party's access to and use of the Enhanced Video Services, (iii) to the extent such Loss was caused by Customer Party's access to and use of the ALPR Solution, or (iv) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement.

9.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related the gross negligence of, willful misconduct of, or material breach of this Agreement by the Customer which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (a) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement. Upon the termination of this Agreement, Customer agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any Claim related to the Photo Enforcement Infrastructure.

9.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects

the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.

9.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of $1,000,000 or the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

10. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of $1,000,000 per occurrence.

10.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than $500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.

10.3 Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum $1,000,000 combined single limit bodily injury and property damage.

10.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.

10.5 Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer within thirty (30) calendar days after Customer request.

Customer shall maintain the following minimum scope and limits of insurance:

10.6 Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability.

10.7 Worker's Compensation coverage as required by applicable state law and Employer's Liability Insurance.

10.8 Business Automobile Liability Insurance coverage for automobiles and all installed equipment, on any automobiles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage.

10.9 Upon request, Customer will provide certificates of insurance, listing Verra Mobility as an additional insured on Business Automobile Liability Insurance. If self-insured, the Customer will maintain coverages sufficient to cover any liability specified above that may arise from the performance of this Agreement and show evidence of such. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

11. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE BOS, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

12. STATE LAW AND VENUE TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Florida. Venue shall be exclusively in Polk County.

13. DISPUTE RESOLUTION:

13.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

14. CHANGE ORDERS:

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility's receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement. Any failure of the parties to reach agreement with respect to any foregoing as a result of any proposed changes will not be deemed to be a breach of this Agreement.

15. TERMINATION:

15.1 Verra Mobility's services may be terminated:

(i) By mutual written consent of the parties; or

(ii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.

a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide

Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.

b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.

(iii) In the event of termination of this Agreement prior to the end of its term for any reason, except material breach by Verra Mobility, for any new Camera System installed after the Effective Date of this Agreement, Customer shall pay Verra Mobility an early termination fee based on an amount of $37,000 per Red Light Safety Camera System amortized over sixty (60) months on a straight-line basis for the cost of construction and installation of the Camera System.

(iv) Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed. If a Camera System is removed prior to the end of the term, Customer shall pay the early termination fee applicable to such Camera System as set forth in Section (iii) above.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

(i) Customer shall cease using the Camera Systems to capture Events.

(ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly Fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators, and related lockbox shall no longer be capable of accepting payments.

(iii) Except as provided for in Section 15.2(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.

15.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

16. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited

agent of the law enforcement agency, for the purposes of (i) facilitating establishment of bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

17. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement provided that Verra Mobility notifies Customer of the name of the subcontractor, and Customer approves of the same. Such approval shall not be unreasonably withheld.

18. DATA RETENTION:

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on **EXHIBIT E** during the term of this Agreement. Customer represents and warrants to Verra Mobility that the data retention schedule provided by Customer complies with the laws applicable to Customer. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on **EXHIBIT E**), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data. Customer acknowledges that DMV data source providers may require Customer to enter into licensing agreements with the DMV data source providers in order for Customer to have continued access to certain registered owner information after the termination of this Agreement.

19. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

20. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, supply-chain disruptions or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction is not an event of Force Majeure on behalf of the Customer. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

21. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, overnight delivery service (e.g. Federal Express), or by certified mail to the parties at the following addresses:

City of Bartow, FL
450 N. Wilson Avenue
Bartow, Florida 33830
Attn: Deputy Chief Walker
Attn: Sean Parker, City Attorney

American Traffic Solutions, Inc.
1150 North Alma School Road
Mesa, Arizona 85201
Attn: Government Solutions Legal Department

22. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

23. AMENDMENTS TO THE AGREEMENT:

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

24. INTEGRATION:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

25. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 22 and this Section 25.

26. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider, such as school zone safety camera systems, and, if so desired, Customer may procure from Verra Mobility the new technologies through either a Change Order pursuant Section 14 or through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

27. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a "Vendor"). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("Customer Feedback"). All data, drawings, plans, specifications, blueprints, studies, reports,

memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot system in connection with any pilot shall remain the property of Verra Mobility (the "Pilot Data"). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 21, 22 and this Section 27, shall not apply to any such pilot.

28. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

29. ADDITIONAL PROVISIONS:

Compliance with Fla. Stat. §218.70, Prompt Payment Act

The provisions of the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes (2023) are incorporated herein as if set forth in full. To the extent there is conflict between the text of the Contract Documents and the text of the Local Government Prompt Payment Act or this Paragraph, the text of the Local Government Prompt Payment Act and of this Paragraph shall control.

Compliance with Fla. Stat. §287.05701, No Consideration of Social, Political and Ideological Interests

Verra Mobility acknowledges receipt of notice from the Customer of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Verra Mobility affirms and agrees that the Customer did not request any documentation about, or give any consideration to, the Verra Mobility's social, political, or ideological interests in the award of this Agreement.

Compliance with Fla. Stat. § 287.133, Public Entity Crime

Verra Mobility represents that it has not been convicted of a public entity crime. "Public entity crime" 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Verra Mobility has reviewed and shall comply with the provisions of 287.133 of the Florida Statutes, Public entity crime; denial or revocation of the right to transact business with public entities.

Compliance with Fla. Stat. §287.135, Scrutinized Companies

Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Customer for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, Verra Mobility certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Verra Mobility understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the Customer may terminate this Agreement at the Customer's option if Verra Mobility is found to have submitted a false certification.

Compliance with Fla. Stat. §287.138(1)(a), Contracting with Foreign Entities

By executing this Agreement, Verra Mobility certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Verra Mobility certifies that no government of a Foreign Country of Concern has a "controlling interest" in Verra Mobility as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Verra Mobility organized under the laws of a Foreign Country of Concern, nor does the Verra Mobility have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the CONTRACTOR to access the personal identifying information of any individual, Verra Mobility agrees to notify the Customer in advance of any contemplated transaction that would cause Verra Mobility to be disqualified from such access under Section 287.138 of the Florida Statutes. Verra Mobility agrees to furnish the Customer with an affidavit signed by an officer or representative of the Verra Mobility under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

Compliance with Fla. Stat. § 448.095, Employment Eligibility

Verra Mobility is required to register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Verra Mobility represents, warrants, and attests that Verra Mobility has registered for and utilizes the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Verra Mobility to perform employment duties within Florida during the term of the Subcontract; and
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Verra Mobility to perform work pursuant to the Agreement. Verra Mobility acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during agreement is a condition of each agreement with a county, municipality, or other governmental entity or agency within the State of Florida; and
c) Verra Mobility 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.

Verra Mobility shall also require all subvendors/subconsultants/subcontractors to provide an affidavit attesting that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility shall maintain a copy of such affidavit for the duration of the Subcontract.

Verra Mobility represents, warrants, and attests that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility acknowledges that if Customer has a good faith belief that Verra Mobility has violated § 448.095 Fla. Stat., Customer reserves the right to terminate the Agreement immediately.

Compliance with Fla. Stat. §440.102, Drug Free Workplace

By executing this Agreement, Verra Mobility certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

E-Verify

By entering into this Agreement, Verra Mobility becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of Verra Mobility and any subcontractor hired by the Verra Mobility. If Verra Mobility enters into a contract with a subcontractor, the subcontractor must provide Verra Mobility with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, 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 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Verra Mobility, Verra Mobility may not be awarded a public contract for a period of one (1) year after the date of termination.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing

Fees are based on per camera and are as follows:

Product Description	Fee
Red Light Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed.	$3,300 Fixed Fee per Month per Camera System
Certified Mailing Fee for Uniform Traffic Citation (UTC) and Subsequent Notice Mailing Fee- certified mailing of Uniform Traffic Citation (UTC) or mailings of subsequent notices in addition to those described in Subsection 1.2.3 of EXHIBIT B, is extra and will be billed per unit as published by the US Postal Service plus a per notice per page service charge.	US Postal Service cost plus $2.00 per page per notice
Video Retrieval Fee: Verra Mobility shall retrieve up to one (1) video per week at no cost to Customer. **Note:** Customer shall have unlimited ability to self-retrieve video at no cost to Customer through the Enhanced Video Services.	For all additional video retrievals, the fee is $10.00 each.
Service Fees: All service Fees per Camera System above includes all costs required and associated with a Camera System installation, routine maintenance, use of BOS for back-office operations and reporting, Event processing services, DMV records access, the standard set of notices as described in Subsection 1.2.3 of **EXHIBIT B**, lockbox and epayment processing (excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), IVR call center support for general Program questions and public awareness Program support.	
Verra Mobility's Fees anticipate a standard Florida BOS configuration and a standard suite of notices as described in Subsection 1.2.3 of EXHIBIT B. For configuration or Program customization work in excess of the standard Florida BOS configuration, Verra Mobility shall provide Customer with an hours estimate and, upon approval by Customer for the work, shall invoice Customer $200 per hour for such additional configuration or Program customization. Customer and Verra Mobility recognize the standard Florida BOS provided, or to be provided, by Verra Mobility to Customer may need to be changed during the term of the Agreement, at Verra Mobility's sole-discretion, due to end-of-life technology, and if such change is necessary Verra Mobility shall provide the new standard Florida BOS to Customer at no additional charge, unless additional configurations or Program customization are requested by Customer then the fee for additional configuration or Program customization will apply.	

2.0 Optional Collection Services:

In the event that Customer elects to have Verra Mobility engage a collections agency to perform collections services, Verra Mobility's designated collection's subcontractor may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted in Section 1.0 above.

Delinquent Collections Services	30% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility's collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled "Customer Scope of Work". Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.

1.1.2 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.

1.1.3 Verra Mobility will install Camera System(s) at a number of Designated Safety Zones to be mutually agreed upon between Verra Mobility and Customer as reflected in a written Notice to Proceed. In addition to any initial Designated Safety Zones the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.

1.1.4 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer licensed to perform engineering services in the state where the Camera Systems will be installed.

1.1.5 Verra Mobility shall not be responsible for, nor shall it perform, any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.

1.1.7 Verra Mobility's Marketing Department will assist Customer with public information content and outreach campaign strategies ("**Public Safety Campaign**").

1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.

1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.

1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.

1.1.11 If Customer is using Verra Mobility enabled lockbox or epayment services, Customer shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.

1.1.12 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of $5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.

1.2 VERRA MOBILITY OPERATIONS

1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules, as well as all applicable provisions of the Florida Statutes.

1.2.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee.

1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, and printing and mailing of up to six (6) letters/ notices in support of Citation issuance and escalation. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.

1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.

1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.

1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.

1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.

1.2.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with

active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.

1.2.9 During the twelve (12) month period following the installation of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility shall bear the cost of repair. For any damage caused by Customer negligence, Customer shall reimburse Verra Mobility for the cost of repair.

1.2.11 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:

- A project manager with authority to coordinate Customer responsibilities under this Agreement;
- Court manager responsible for oversight of all Court-related program requirements;
- The police contact;
- The court contact;
- The person responsible for overseeing payments by violators (might be court);
- The prosecuting attorney;
- The Customer attorney;
- The finance contact (who receives the invoices and will be in charge of reconciliation);
- The IT person for the police;
- The IT person for the courts;
- The public works and/or engineering contact responsible for issuing any/all permits for construction; and
- Court manager responsible for oversight of all Court-related program requirements.

2.1.2 Customer and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.

2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.

2.1.4 Customer intends to utilize Verra Mobility enabled payment processing channels. Customer shall designate a Customer account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by Customer, Customer shall provide Verra Mobility completed banking forms and payment processing agreements, which may include among others a Participant Agreement and Submerchant Agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, application for payment processing, and a Form W-9, Request for Taxpayer Identification Number and Certification. A copy of the Participant Agreement, the Submerchant Agreement, and a form application for payment processing are each attached here to as **EXHIBIT F**.

2.1.5 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, Customer shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.

2.1.6 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.

2.1.7 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes and shall use its best efforts to notify Verra Mobility of any such changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law and, if

applicable, Customer's Business Rules have been updated by Customer. In the event of a change in or adoption of a new Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.

2.1.8 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.

2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.

2.1.10 Customer will comply with all applicable Laws relating to its conduct with respect to the Program. Customer shall not use the Camera Systems, the BOS, or the data captured by the Camera Systems or provided by NLETs or DMV data source providers for any purpose not permitted by Law.

2.1.11 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.

2.1.12 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.

2.1.13 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

2.1.14 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Fixed Camera System after initial installation, Customer shall pay for the total cost to relocate the System.

2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of $2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while

Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.

2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.

2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws. Customer is responsible for determining the placement/location of signs in compliance with applicable Laws.

2.2.5 Customer understands that proper operation of the Red Light Camera Systems requires access to traffic signal phase connections. Customer, therefore, shall provide access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by Customer.

2.2.6 Customer understands that proper operation of the Red Light Camera System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture if required for the proper operation of the System.

2.2.7 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.

2.2.8 Customer shall use its best efforts to approve or reject site plans submitted Verra Mobility within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan

approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.

2.2.9 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.

2.2.10 Customer shall use its best efforts to issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.

2.2.11 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.

2.2.12 Customer shall allow Verra Mobility to build Infrastructure into any existing Customer-owned easement.

2.2.13 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.

2.2.14 Customer shall be responsible for the performance of any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

2.3 COURTS OPERATIONS

2.3.1 Customer is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.

2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.

2.3.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.

2.3.4 Verra Mobility shall provide Customer with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations. If instead of using the online adjudication processing module in the BOS, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Verra Mobility shall provide a price proposal to Customer for the development of any such court interface.

2.3.5 Customer is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

3 ADDITIONAL SERVICES

3.1 ENHANCED VIDEO SERVICES

3.1.1 Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, at each fixed Approach ("Enhanced Video Services"), known as Verra Mobility Live™. Customer is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. Customer agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

3.1.2 Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than Customer.

3.1.3 Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the Enhanced Video Services; (b) Customer's misuse of or failure to maintain the security of the data access through the Enhanced Video Services; (c) Customer's violation of any Laws; and (d) any breach of this Agreement by Customer related to Customer's use of the Enhanced Video Services.

3.1.4 Customer agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes; if additional footage is required, additional requests may be made by Customer.

3.2 AUTOMATIC LICENSE PLATE RECOGNITION INTERFACE SOLUTION

3.2.1 If authorized by Law, in cooperation with the Customer's current ALPR provider, Verra Mobility will configure the Red Light Safety Camera System to interface with the Customer's ALPR provider's back-office solution (referred to herein as "ALPR Interface Solution").

3.2.2 Customer will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the ALPR Interface Solution.

3.2.3 Customer acknowledges that the ALPR Interface Solution includes intellectual property owned by Verra Mobility and no ownership rights to the intellectual property are transferred to Customer by this Agreement. Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Interface Solution or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the ALPR Interface Solution by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Interface Solution; or (c) modify any part of the ALPR Interface Solution, create a derivative work of any part of the ALPR Interface Solution, or incorporate any part of the ALPR Interface Solution into or with other software, except to the extent expressly authorized in writing by Verra Mobility, including through other agreements between the parties.

3.2.4 Customer shall provide Verra Mobility with copies of any Customer policies pertaining to its use of the ALPR Interface Solution, which are applicable to Verra Mobility. Verra Mobility shall be afforded a reasonable opportunity to review such policies and will notify Customer if there are any additional Fees associated with compliance to the policies.

3.2.5 Verra Mobility will collaborate with Customer on a mutually agreeable project schedule outlining all of the milestones required to implement the ALPR Interface Solution.

3.2.6 Notwithstanding anything else to the contrary in this Agreement, Customer agrees that Customer is solely responsible for the housing and security of all data provided through the ALPR Interface Solution. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the ALPR Interface Solution. Customer acknowledges that for the ALPR Interface Solution data, it is responsible for any preservation, and associated storage requirements that may be required by Law. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for ALPR Interface Solution data obtained through the ALPR Interface Solution, whether by formal public records request or otherwise.

3.2.7 The Customer will provide the necessary IT staff and resources necessary to assist Verra Mobility, and the Customer's ALPR provider, with the implementation of the ALPR Interface Solution.

3.2.8 Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Interface Solution compatible and compliant with Customer IT, security, privacy, compliance, or other requirements are the responsibility of Customer.

3.2.9 Customer shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with the ALPR Interface Solution.

3.2.10 Upon the termination of the Agreement between Verra Mobility and the Customer, Verra Mobility shall have no further obligations to Customer regarding the ALPR Interface Solution.

3.2.11 Under all circumstances, Verra Mobility shall retain ownership of the ALPR Interface Solution provided for use by Customer under the terms and conditions of this Agreement. Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the ALPR Interface Solution. Furthermore, Verra Mobility has the right to use non-personalized and aggregated ALPR Interface Solution data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's program.

3.2.12 EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ALPR INTERFACE SOLUTION AND RELATED SERVICES ARE PROVIDED BY VERRA MOBILITY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND VERRA MOBILITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE ALPR INTERFACE SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and City of Bartow, FL ("Customer"), dated as of [date] (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

CITY OF BARTOW, FLORIDA

By: _____

Name: Date

Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____

Name: Date

Title:

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

DATE:_____

Frank L. Minice, Executive Director/CEO
National Law Enforcement Telecommunications System, Inc. (NLETS)
1918 W. Whispering Wind Drive
Phoenix, AZ 85085

Dear Mr. Minice:

Re: Authorization for ORI Code: _____

The _____ Police Department authorizes the City of Bartow, Florida to use the _____ Police Department ORI for the limited purpose of obtaining vehicle registration information through NLETS.

This letter acknowledges that a contract to perform automated enforcement between the City of _____, Florida and American Traffic Solutions, Inc., is in force. As a requirement of and in performance of that contract between the City of Bartow, Florida and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets for motor vehicle data on our agency's behalf.

☒ This program will operate within the Axsis environment under partner ORI FL0061200.

Please accept this letter as authorization from the _____ Police Department for American Traffic Solutions, Inc. to run motor vehicle inquires for this purpose. This authorization will automatically expire upon the termination of the contract between the City of Bartow, Florida and American Traffic Solutions, Inc. and such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the _____ Police Department.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

_____

_____

Telephone _____ **Fax** _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

_____

_____

EXHIBIT E
RETENTION SCHEDULE***

[*This schedule to be completed by Customer in conformity with their applicable state and local law prior to execution of the Agreement.*]

Type of Record	Minimum Vetra Mobility Retention Period
Violation Images* (including video clips and related metadata)	60 months from payment or final adjudication GS1-SL #236
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date GS1-SL #302
Warning Notice Images (including video clips and related metadata)	60 months from issuance date or final adjudication GS1-SL #398
Individually Identifiable Violation Records*	60 months from payment or final adjudication GS1-SL #65
Individually Identifiable Non-Violation Records**	30 days from Event capture date GS1-SL #302
Audio recording from contact center	90 days from call GS2 #224
Written correspondence with citizens regarding Violations	1 year from date of correspondence GS1-SL #23
Camera System Calibration/Certification Records	60 months from payment or final adjudication of an applicable Violation GS1-SL #398
Maintenance Records	60 months from payment or final adjudication of an applicable Violation GS1-SL #398
Other Program Records	60 months from termination of the Agreement GS1-SL #65

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

*** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.

EXHIBIT F
FORM PARTICIPANT AGREEMENT, SUBMERCHANT AGREEMENT, AND PAYMENT PROCESSING APPLICATION

EXHIBIT G
FORM CUSTOMER REFERENCE CONSENT

CITY OF BARTOW, FLORIDA
450 N. Wilson Avenue
Bartow, FL 33830

RE: Consent to Use as Reference

Dear: [Customer Contact],

Verra Mobility values the relationship that it has with City of Bartow, FL. We have appreciated the willingness of City to serve as a reference to Verra Mobility when we are asked by other prospective customers to provide a reference.

If you are willing to serve as a reference for Verra Mobility, please countersign below, indicate the length of time that the City's consent is valid, and provide the name, title, address, telephone number, and email address of the party(ies) we may provide as a reference.

By countersigning below, you are agreeing that Verra Mobility may (i) list the City as a reference in its future proposals to prospective customers ("Proposals"); (ii) describe the products and services that Verra Mobility provides to the City in our Proposals; and (iii) rely on this Consent for so long as the Consent is valid.

We appreciate your partnership in enabling us to bring safety solutions to other communities.

Sincerely,

Nick Compiseno, Contracts Manager

cc: Matt Reich

Consent Provided By:

CITY OF BARTOW, FLORIDA

Signed: _____

Name:

Title:

Date of Signature:

Consent Valid:

☐ Until revoked in writing by sending such revocation to:
Verra Mobility
1150 N. Alma School Road
Mesa, AZ 85201
Attn: Government Solutions Contracts Management

☐ For the remainder of the City's Contract and any executed renewals

☐ For 1 Year from the Date of this Consent

☐ For a specific stated proposal or project only:_____

Customer Contact(s):

Name: _____

Title: _____

Address: _____

_____

Telephone Number:_____

Email Address:_____

Name: _____

Title: _____

Address: _____

_____

Telephone Number:_____

Email Address:_____

PHOTO ENFORCEMENT SERVICES AGREEMENT:
SAFETY CAMERA SYSTEMS

This Photo Enforcement Services Agreement includes the attached Exhibits ("Agreement") and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility") and the City of Bartow, FL ("Customer").

WHEREAS, Customer desires to implement a photo enforcement program to enforce traffic violations (the "Program") in accordance with Fla. Stat. §316.0083, and City of Bartow Ordinance 2024-21;

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Back-office System "BOS", including certain knowledge, equipment, licenses, and the processes for processing Events;

WHEREAS, Customer issued RFP 24-19 to which Verra Mobility responded and Customer selected Verra Mobility to provide services to implement and carry on the Customer's Program;

WHEREAS, Customer desires to use the Verra Mobility provided Camera Systems together with the BOS to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program;

WHEREAS, Customer finds that entering into this Agreement satisfies all applicable procurement requirements.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this cover page ("Effective Date").

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: Date
Title:

CITY OF BARTOW, FLORIDA

By: _____
Name: Date
Title:

ATTEST:

By: _____
Name:
Title:

I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Approach": One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed upon the mutual agreement of the parties.

"Back-Office System"* or *"BOS": The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

"Business Hours": Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

"Business Rules": The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

"Camera System" or ***"Camera"***: A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle. "**Camera System**" may refer to either a Red Light Safety Camera System, or if applicable a Fixed Speed Safety Camera System, depending on the context.

"Change Order Notice": Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

"Change Order Proposal": A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

"Citation": A citation, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in the BOS.

"**Designated Safety Zone**": A designated safety zone in which a Camera System may be installed.

"Event": A potential Violation captured by the Camera System.

"Fees": The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in **EXHIBIT A**.

"Laws": All federal, state, or local, laws, ordinances, regulations, and orders.

"Notice to Proceed": Written confirmation from Customer that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as **EXHIBIT C**.

"Owner": The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

"Paid Citation": A situation where the Person cited has paid any portion of the penalty, fine, funds, fees or costs associated with the particular Citation.

"Person" or ***"Persons"***: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Photo Enforcement Infrastructure": The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

"Program Revenue": Any gross penalty, fine, funds, fees or costs paid by a violator for any reason related to any Violation.

"Project Time Line": The initial schedule and timelines required to begin the implementation of Customer's project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of **EXHIBIT B.**

*"**Red Light Safety Camera System**"*: A Camera System that uses vehicle detection technology to capture a vehicle traversing a red light traffic signal and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

"System": A Camera System and the related Photo Enforcement Infrastructure.

*"**Violation**"*: A failure to obey an applicable traffic law or regulation related to a failure to obey a traffic signal or, if applicable related to operating a motor vehicle in excess of the posted speed limit, as determined in Customer's sole discretion.

II. GENERAL TERMS AND CONDITIONS

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 2.

3. ADDITIONAL SERVICES:

Verra Mobility shall provide the additional services set forth on **EXHIBIT B**, Sections 3.1 - Enhanced Video Services and 3.2. - Automated License Plate Recognition (ALPR) Interface Solutions Services, subject to the additional terms and conditions specified therein. Note: any use of ALPR services shall be in full compliance with the requirements of Fla. Stat. §316.0777 (2024), as the same may be amended from time to time.

Verra Mobility and Customer may add additional products and services upon written mutual agreement. Price quotations will be furnished upon Customer request.

4. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of three (3) years from the Effective Date, unless new Camera Systems are installed subsequent to the Effective Date, then the term shall continue for three (3) years from the first day of the month following the first-issued Citation from the last Camera System that is installed pursuant to the last Notice to Proceed delivered by Customer to Verra Mobility. This Agreement will may be extended for up to two (2), one (1) year renewal options upon prior

written notice by Customer. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term. Any and all renewals of this Agreement shall be in full compliance with the requirements of Fla. Stat. §316.0083, as said statute exists at the time of any such renewals.

5. FEES AND PAYMENT:

5.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1. Payments for Fees shall be made via Automated Clearing House (ACH).

5.2 Invoices shall be in standard Verra Mobility format and provided electronically.

5.3 Customer shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments may be subject to interest calculated at 1.5% per month on open balances.

5.4 Verra Mobility's Fees will be fixed for the initial 3-year term; thereafter, for any renewal term unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Consumer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group. All CPI increases must be reviewed and approved by the Customer at least sixty (60) days prior to the start of the renewal term, unless otherwise agreed to in writing by the parties.

6. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the BOS. Verra Mobility reserves the right to assess a fee for such services if such information is requested by a third-party or if Customer could retrieve the information from the BOS without the assistance of Verra Mobility. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information, Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

Public Records: As required by section 119.0701, Florida Statutes, Verra Mobility hereby specifically agrees to comply with the public records laws of the State of Florida. Verra Mobility specifically agrees to:

(i) Keep and maintain public records required by the Customer in order to perform the service.

(ii) Upon request from the Customer's custodian of public records, provide the Customer 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.

(iii) 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 Verra Mobility does not transfer the records to the Customer.

(iv) Upon completion of the Agreement, Verra Mobility shall maintain all public records in accordance with the Agreement for a period of 180 days and thereafter transfer at no cost to the Customer all of the public records in possession of Verra Mobility. After transfer of all public records to the Customer, Verra Mobility shall not maintain any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the Customer upon request from the Customer's records custodian in a format that is compatible with the information technology systems of the Customer. This Subsection (iv) is not intended to supersede Section 15 "Termination", however this subsection (iv) governs as it pertains to what is legally required pursuant to Chapter 119, Florida Statutes.

(v) In the event Verra Mobility fails to comply with a public records request, the Customer shall be authorized to enforce this contractual provision.

(vi) **AS IT RELATES TO THIS AGREEMENT, IN THE EVENT VERRA MOBILITY HAS QUESTIONS ON ITS DUTY AND APPLICATION OF CHAPTER 119, FLORIDA STATUTES, VERRA MOBILITY SHALL CONTACT THE CUSTOMER RECORDS CUSTODIAN AT:**

Jacki Poole, City Clark
450 North Wilson Avenue
Bartow, FL 33830
jpoole.clerks@cityofbartow.net

7. CONFIDENTIALITY:

Notwithstanding any requirements of Florida Law, and specifically the public records laws captured in Chapter 119 of the Florida Statutes, no information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

8. PROPRIETARY RIGHTS:

8.1 Back-Office System: Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS and all associated intellectual property rights, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS, even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire" for Customer. Customer agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the BOS or related documentation in whole or in part, by any means except as expressly authorized in writing by Verra Mobility. During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of Customer performing its obligations under this Agreement.

8.2 Systems: Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and all associated intellectual property rights.. On and as of the date of termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.

8.3 Public Safety Campaign and Public Awareness: As between the parties, Verra Mobility owns and retains all rights, title and interest in and to the Public Safety Campaign Content, if any, created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. "Public Safety Campaign Content" means all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein produced by Verra Mobility for a Public Safety Campaign pursuant to **EXHIBIT B**. Verra Mobility grants to Customer a perpetual, revocable, non-transferable, and non-exclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote Customer's photo enforcement programs, and to modify the Public Safety Campaign Content as needed for formatting for exercise of the license granted.

8.4 In order to produce the Public Safety Campaign Content, Customer grants Verra Mobility a nonexclusive, fully paid-up, license to use, reproduce, distribute, perform, practice and display, and to create derivatives of all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein provided to Verra Mobility ("Customer Content") solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to Customer. Customer has the ability to approve use of any Customer Content in the Public Safety Campaign Content. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to use and display Verra Mobility information, including Verra Mobility trademarks, provided by Verra Mobility on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved by Verra Mobility in advance of use.

8.5 Data Use: Notwithstanding any requirements of Florida Law, and specifically the public records laws captured in Chapter 119 of the Florida Statutes, Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS, including through the Enhanced Video Services, as defined in **EXHIBIT B**. Furthermore, Verra Mobility has a right to use non-personalized

and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's Program.

8.6 Public Disclosure: Verra Mobility Corporation, the ultimate parent company in the corporate family, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility's or Verra Mobility Corporation's ability to comply with our disclosure obligations as interpreted by our attorneys and accountants under applicable, laws, rules, and regulations of the SEC or the NASDAQ.

9. INDEMNIFICATION AND LIABILITY:

9.1 Indemnification by Verra Mobility. Notwithstanding any contradictory language in the Contract, nothing herein is intended to act as a waiver of the City's sovereign immunity or the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party, (ii) to the extent such Loss was caused by Customer Party's access to and use of the Enhanced Video Services, (iii) to the extent such Loss was caused by Customer Party's access to and use of the ALPR Solution, or (iv) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement.

9.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related the gross negligence of, willful misconduct of, or material breach of this Agreement by the Customer which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (a) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement. Upon the termination of this Agreement, Customer agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any Claim related to the Photo Enforcement Infrastructure.

9.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects

the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.

9.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of $1,000,000 or the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

10. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of $1,000,000 per occurrence.

10.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than $500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.

10.3 Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum $1,000,000 combined single limit bodily injury and property damage.

10.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.

10.5 Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer within thirty (30) calendar days after Customer request.

Customer shall maintain the following minimum scope and limits of insurance:

10.6 Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability.

10.7 Worker's Compensation coverage as required by applicable state law and Employer's Liability Insurance.

10.8 Business Automobile Liability Insurance coverage for automobiles and all installed equipment, on any automobiles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage.

10.9 Upon request, Customer will provide certificates of insurance, listing Verra Mobility as an additional insured on Business Automobile Liability Insurance. If self-insured, the Customer will maintain coverages sufficient to cover any liability specified above that may arise from the performance of this Agreement and show evidence of such. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

11. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE BOS, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

12. STATE LAW AND VENUE TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of Florida. Venue shall be exclusively in Polk County.

13. DISPUTE RESOLUTION:

13.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

14. CHANGE ORDERS:

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility's receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement. Any failure of the parties to reach agreement with respect to any foregoing as a result of any proposed changes will not be deemed to be a breach of this Agreement.

15. TERMINATION:

15.1 Verra Mobility's services may be terminated:

(i) By mutual written consent of the parties; or

(ii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.

a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide

Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.

b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.

(iii) In the event of termination of this Agreement prior to the end of its term for any reason, except material breach by Verra Mobility, for any new Camera System installed after the Effective Date of this Agreement, Customer shall pay Verra Mobility an early termination fee based on an amount of $37,000 per Red Light Safety Camera System amortized over sixty (60) months on a straight-line basis for the cost of construction and installation of the Camera System.

(iv) Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed. If a Camera System is removed prior to the end of the term, Customer shall pay the early termination fee applicable to such Camera System as set forth in Section (iii) above.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

(i) Customer shall cease using the Camera Systems to capture Events.

(ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly Fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators, and related lockbox shall no longer be capable of accepting payments.

(iii) Except as provided for in Section 15.2(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.

15.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

16. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited

agent of the law enforcement agency, for the purposes of (i) facilitating establishment of bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

17. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement provided that Verra Mobility notifies Customer of the name of the subcontractor, and Customer approves of the same. Such approval shall not be unreasonably withheld.

18. DATA RETENTION:

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on **EXHIBIT E** during the term of this Agreement. Customer represents and warrants to Verra Mobility that the data retention schedule provided by Customer complies with the laws applicable to Customer. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on **EXHIBIT E**), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data. Customer acknowledges that DMV data source providers may require Customer to enter into licensing agreements with the DMV data source providers in order for Customer to have continued access to certain registered owner information after the termination of this Agreement.

19. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

20. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, supply-chain disruptions or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction is not an event of Force Majeure on behalf of the Customer. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

21. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, overnight delivery service (e.g. Federal Express), or by certified mail to the parties at the following addresses:

City of Bartow, FL	American Traffic Solutions, Inc.
450 N. Wilson Avenue	1150 North Alma School Road
Bartow, Florida 33830	Mesa, Arizona 85201
Attn: Deputy Chief Walker	Attn: Government Solutions Legal Department
Attn: Sean Parker, City Attorney	

22. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

23. AMENDMENTS TO THE AGREEMENT:

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

24. INTEGRATION:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

25. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 22 and this Section 25.

26. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider, such as school zone safety camera systems, and, if so desired, Customer may procure from Verra Mobility the new technologies through either a Change Order pursuant Section 14 or through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

27. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a "Vendor"). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("Customer Feedback"). All data, drawings, plans, specifications, blueprints, studies, reports,

memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot system in connection with any pilot shall remain the property of Verra Mobility (the "Pilot Data"). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 21, 22 and this Section 27, shall not apply to any such pilot.

28. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

29. ADDITIONAL PROVISIONS:

Compliance with Fla. Stat. §218.70, Prompt Payment Act

The provisions of the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes (2023) are incorporated herein as if set forth in full. To the extent there is conflict between the text of the Contract Documents and the text of the Local Government Prompt Payment Act or this Paragraph, the text of the Local Government Prompt Payment Act and of this Paragraph shall control.

Compliance with Fla. Stat. §287.05701, No Consideration of Social, Political and Ideological Interests

Verra Mobility acknowledges receipt of notice from the Customer of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Verra Mobility affirms and agrees that the Customer did not request any documentation about, or give any consideration to, the Verra Mobility's social, political, or ideological interests in the award of this Agreement.

Compliance with Fla. Stat. § 287.133, Public Entity Crime

Verra Mobility represents that it has not been convicted of a public entity crime. "Public entity crime" 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Verra Mobility has reviewed and shall comply with the provisions of 287.133 of the Florida Statutes, Public entity crime; denial or revocation of the right to transact business with public entities.

Compliance with Fla. Stat. §287.135, Scrutinized Companies

Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Customer for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, Verra Mobility certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Verra Mobility understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the Customer may terminate this Agreement at the Customer's option if Verra Mobility is found to have submitted a false certification.

Compliance with Fla. Stat. §287.138(1)(a), Contracting with Foreign Entities

By executing this Agreement, Verra Mobility certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Verra Mobility certifies that no government of a Foreign Country of Concern has a "controlling interest" in Verra Mobility as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Verra Mobility organized under the laws of a Foreign Country of Concern, nor does the Verra Mobility have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the CONTRACTOR to access the personal identifying information of any individual, Verra Mobility agrees to notify the Customer in advance of any contemplated transaction that would cause Verra Mobility to be disqualified from such access under Section 287.138 of the Florida Statutes. Verra Mobility agrees to furnish the Customer with an affidavit signed by an officer or representative of the Verra Mobility under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

Compliance with Fla. Stat. § 448.095, Employment Eligibility

Verra Mobility is required to register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Verra Mobility represents, warrants, and attests that Verra Mobility has registered for and utilizes the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Verra Mobility to perform employment duties within Florida during the term of the Subcontract; and
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Verra Mobility to perform work pursuant to the Agreement. Verra Mobility acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during agreement is a condition of each agreement with a county, municipality, or other governmental entity or agency within the State of Florida; and
c) Verra Mobility 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.

Verra Mobility shall also require all subvendors/subconsultants/subcontractors to provide an affidavit attesting that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility shall maintain a copy of such affidavit for the duration of the Subcontract.

Verra Mobility represents, warrants, and attests that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility acknowledges that if Customer has a good faith belief that Verra Mobility has violated § 448.095 Fla. Stat., Customer reserves the right to terminate the Agreement immediately.

Compliance with Fla. Stat. §440.102, Drug Free Workplace

By executing this Agreement, Verra Mobility certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

E-Verify

By entering into this Agreement, Verra Mobility becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of Verra Mobility and any subcontractor hired by the Verra Mobility. If Verra Mobility enters into a contract with a subcontractor, the subcontractor must provide Verra Mobility with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, 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 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Verra Mobility, Verra Mobility may not be awarded a public contract for a period of one (1) year after the date of termination.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 **Description of Pricing**

Fees are based on per camera and are as follows:

Product Description	**Fee**
Red Light Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed.	$3,300 Fixed Fee per Month per Camera System
Certified Mailing Fee for Uniform Traffic Citation (UTC) and Subsequent Notice Mailing Fee- certified mailing of Uniform Traffic Citation (UTC) or mailings of subsequent notices in addition to those described in Subsection 1.2.3 of EXHIBIT B, is extra and will be billed per unit as published by the US Postal Service plus a per notice per page service charge.	US Postal Service cost plus $2.00 per page per notice
Video Retrieval Fee: Verra Mobility shall retrieve up to one (1) video per week at no cost to Customer. **Note:** Customer shall have unlimited ability to self-retrieve video at no cost to Customer through the Enhanced Video Services.	For all additional video retrievals, the fee is $10.00 each.
Service Fees: All service Fees per Camera System above includes all costs required and associated with a Camera System installation, routine maintenance, use of BOS for back-office operations and reporting, Event processing services, DMV records access, the standard set of notices as described in Subsection 1.2.3 of **EXHIBIT B**, lockbox and epayment processing (excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), IVR call center support for general Program questions and public awareness Program support.	
Verra Mobility's Fees anticipate a standard Florida BOS configuration and a standard suite of notices as described in Subsection 1.2.3 of EXHIBIT B. For configuration or Program customization work in excess of the standard Florida BOS configuration, Verra Mobility shall provide Customer with an hours estimate and, upon approval by Customer for the work, shall invoice Customer $200 per hour for such additional configuration or Program customization. Customer and Verra Mobility recognize the standard Florida BOS provided, or to be provided, by Verra Mobility to Customer may need to be changed during the term of the Agreement, at Verra Mobility's sole-discretion, due to end-of-life technology, and if such change is necessary Verra Mobility shall provide the new standard Florida BOS to Customer at no additional charge, unless additional configurations or Program customization are requested by Customer then the fee for additional configuration or Program customization will apply.	

2.0 **Optional Collection Services:**

In the event that Customer elects to have Verra Mobility engage a collections agency to perform collections services, Verra Mobility's designated collection's subcontractor may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted in Section 1.0 above.

Delinquent Collections Services 30% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility's collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

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EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled "Customer Scope of Work". Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.

1.1.2 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.

1.1.3 Verra Mobility will install Camera System(s) at a number of Designated Safety Zones to be mutually agreed upon between Verra Mobility and Customer as reflected in a written Notice to Proceed. In addition to any initial Designated Safety Zones the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.

1.1.4 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer licensed to perform engineering services in the state where the Camera Systems will be installed.

1.1.5 Verra Mobility shall not be responsible for, nor shall it perform, any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.

1.1.7 Verra Mobility's Marketing Department will assist Customer with public information content and outreach campaign strategies ("**Public Safety Campaign**").

1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.

1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.

1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.

1.1.11 If Customer is using Verra Mobility enabled lockbox or epayment services, Customer shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.

1.1.12 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of $5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.

1.2 VERRA MOBILITY OPERATIONS

1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules, as well as all applicable provisions of the Florida Statutes.

1.2.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee.

1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, and printing and mailing of up to six (6) letters/ notices in support of Citation issuance and escalation. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.

1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.

1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.

1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.

1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.

1.2.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with

active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.

1.2.9 During the twelve (12) month period following the installation of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

1.2.10 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility shall bear the cost of repair. For any damage caused by Customer negligence, Customer shall reimburse Verra Mobility for the cost of repair.

1.2.11 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:

- A project manager with authority to coordinate Customer responsibilities under this Agreement;
- Court manager responsible for oversight of all Court-related program requirements;
- The police contact;
- The court contact;
- The person responsible for overseeing payments by violators (might be court);
- The prosecuting attorney;
- The Customer attorney;
- The finance contact (who receives the invoices and will be in charge of reconciliation);
- The IT person for the police;
- The IT person for the courts;
- The public works and/or engineering contact responsible for issuing any/all permits for construction; and
- Court manager responsible for oversight of all Court-related program requirements.

2.1.2 Customer and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.

2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.

2.1.4 Customer intends to utilize Verra Mobility enabled payment processing channels. Customer shall designate a Customer account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by Customer, Customer shall provide Verra Mobility completed banking forms and payment processing agreements, which may include among others a Participant Agreement and Submerchant Agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, application for payment processing, and a Form W-9, Request for Taxpayer Identification Number and Certification. A copy of the Participant Agreement, the Submerchant Agreement, and a form application for payment processing are each attached here to as **EXHIBIT F**.

2.1.5 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, Customer shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.

2.1.6 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.

2.1.7 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes and shall use its best efforts to notify Verra Mobility of any such changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law and, if

applicable, Customer's Business Rules have been updated by Customer. In the event of a change in or adoption of a new Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.

2.1.8 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.

2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.

2.1.10 Customer will comply with all applicable Laws relating to its conduct with respect to the Program. Customer shall not use the Camera Systems, the BOS, or the data captured by the Camera Systems or provided by NLETs or DMV data source providers for any purpose not permitted by Law.

2.1.11 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.

2.1.12 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.

2.1.13 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.

2.1.14 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Fixed Camera System after initial installation, Customer shall pay for the total cost to relocate the System.

2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of $2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while

Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.

2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.

2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws. Customer is responsible for determining the placement/location of signs in compliance with applicable Laws.

2.2.5 Customer understands that proper operation of the Red Light Camera Systems requires access to traffic signal phase connections. Customer, therefore, shall provide access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by Customer.

2.2.6 Customer understands that proper operation of the Red Light Camera System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture if required for the proper operation of the System.

2.2.7 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.

2.2.8 Customer shall and shall use its best efforts to approve or reject site plans submitted Verra Mobility within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for

plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.

2.2.9 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.

2.2.10 Customer shall and shall use its best efforts to issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.

2.2.11 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.

2.2.12 Customer shall allow Verra Mobility to build Infrastructure into any existing Customer-owned easement.

2.2.13 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.

2.2.14 Customer shall be responsible for the performance of any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

2.3 COURTS OPERATIONS

2.3.1 Customer is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.

2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.

2.3.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.

2.3.4 Verra Mobility shall provide Customer with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations. If instead of using the online adjudication processing module in the BOS, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Verra Mobility shall provide a price proposal to Customer for the development of any such court interface.

2.3.5 Customer is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

3 ADDITIONAL SERVICES

3.1 ENHANCED VIDEO SERVICES

3.1.1 Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, at each fixed Approach ("Enhanced Video Services"), known as Verra Mobility Live™. Customer is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. Customer agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

3.1.2 Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than Customer.

3.1.3 Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the Enhanced Video Services; (b) Customer's misuse of or failure to maintain the security of the data access through the Enhanced Video Services; (c) Customer's violation of any Laws; and (d) any breach of this Agreement by Customer related to Customer's use of the Enhanced Video Services.

3.1.4 Customer agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes; if additional footage is required, additional requests may be made by Customer.

3.2 AUTOMATIC LICENSE PLATE RECOGNITION INTERFACE SOLUTION

3.2.1 If authorized by Law, in cooperation with the Customer's current ALPR provider, Verra Mobility will configure the Red Light Safety Camera System to interface with the Customer's ALPR provider's back-office solution (referred to herein as "ALPR Interface Solution").

3.2.2 Customer will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the ALPR Interface Solution.

3.2.3 Customer acknowledges that the ALPR Interface Solution includes intellectual property owned by Verra Mobility and no ownership rights to the intellectual property are transferred to Customer by this Agreement. Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Interface Solution or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the ALPR Interface Solution by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Interface Solution; or (c) modify any part of the ALPR Interface Solution, create a derivative work of any part of the ALPR Interface Solution, or incorporate any part of the ALPR Interface Solution into or with other software, except to the extent expressly authorized in writing by Verra Mobility, including through other agreements between the parties.

3.2.4 Customer shall provide Verra Mobility with copies of any Customer policies pertaining to its use of the ALPR Interface Solution, which are applicable to Verra Mobility. Verra Mobility shall be afforded a reasonable opportunity to review such policies and will notify Customer if there are any additional Fees associated with compliance to the policies.

3.2.5 Verra Mobility will collaborate with Customer on a mutually agreeable project schedule outlining all of the milestones required to implement the ALPR Interface Solution.

3.2.6 Notwithstanding anything else to the contrary in this Agreement, Customer agrees that Customer is solely responsible for the housing and security of all data provided through the ALPR Interface Solution. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the ALPR Interface Solution. Customer acknowledges that for the ALPR Interface Solution data, it is responsible for any preservation, and associated storage requirements that may be required by Law. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for ALPR Interface Solution data obtained through the ALPR Interface Solution, whether by formal public records request or otherwise.

3.2.7 The Customer will provide the necessary IT staff and resources necessary to assist Verra Mobility, and the Customer's ALPR provider, with the implementation of the ALPR Interface Solution.

3.2.8 Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Interface Solution compatible and compliant with Customer IT, security, privacy, compliance, or other requirements are the responsibility of Customer.

3.2.9 Customer shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with the ALPR Interface Solution.

3.2.10 Upon the termination of the Agreement between Verra Mobility and the Customer, Verra Mobility shall have no further obligations to Customer regarding the ALPR Interface Solution.

3.2.11 Under all circumstances, Verra Mobility shall retain ownership of the ALPR Interface Solution provided for use by Customer under the terms and conditions of this Agreement. Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the ALPR Interface Solution. Furthermore, Verra Mobility has the right to use non-personalized and aggregated ALPR Interface Solution data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's program.

3.2.12 EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ALPR INTERFACE SOLUTION AND RELATED SERVICES ARE PROVIDED BY VERRA MOBILITY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND VERRA MOBILITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE ALPR INTERFACE SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility") and City of Bartow, FL ("Customer"), dated as of [date] (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

CITY OF BARTOW, FLORIDA

By: _____
Name: Date
Title:

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: Date
Title:

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

DATE:_____

Frank L. Minice, Executive Director/CEO
National Law Enforcement Telecommunications System, Inc. (NLETS)
1918 W. Whispering Wind Drive
Phoenix, AZ 85085

Dear Mr. Minice:

Re: Authorization for ORI Code: _____

The _____ Police Department authorizes the City of Bartow, Florida to use the _____ Police Department ORI for the limited purpose of obtaining vehicle registration information through NLETS.

This letter acknowledges that a contract to perform automated enforcement between the City of _____, Florida and American Traffic Solutions, Inc., is in force. As a requirement of and in performance of that contract between the City of Bartow, Florida and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets for motor vehicle data on our agency's behalf.

☒ This program will operate within the Axsis environment under partner ORI FL0061200.

Please accept this letter as authorization from the _____ Police Department for American Traffic Solutions, Inc. to run motor vehicle inquires for this purpose. This authorization will automatically expire upon the termination of the contract between the City of Bartow, Florida and American Traffic Solutions, Inc. and such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the _____ Police Department.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

_____

_____

Telephone _____ **Fax** _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

_____

_____

EXHIBIT E
RETENTION SCHEDULE***

[*This schedule to be completed by Customer in conformity with their applicable state and local law prior to execution of the Agreement.*]

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	60 months from payment or final adjudication GS1-SL #236
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date GS1-SL #302
Warning Notice Images (including video clips and related metadata)	60 months from issuance date or final adjudication GS1-SL #398
Individually Identifiable Violation Records*	60 months from payment or final adjudication GS1-SL #65
Individually Identifiable Non-Violation Records**	30 days from Event capture date GS1-SL #302
Audio recording from contact center	90 days from call GS2 #224
Written correspondence with citizens regarding Violations	1 year from date of correspondence GS1-SL #23
Camera System Calibration/Certification Records	60 months from payment or final adjudication of an applicable Violation GS1-SL #398
Maintenance Records	60 months from payment or final adjudication of an applicable Violation GS1-SL #398
Other Program Records	60 months from termination of the Agreement GS1-SL #65

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

*** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.

EXHIBIT F
FORM PARTICIPANT AGREEMENT, SUBMERCHANT AGREEMENT, AND PAYMENT PROCESSING APPLICATION

EXHIBIT G
FORM CUSTOMER REFERENCE CONSENT

CITY OF BARTOW, FLORIDA
450 N. Wilson Avenue
Bartow, FL 33830

RE: Consent to Use as Reference

Dear: [Customer Contact],

Verra Mobility values the relationship that it has with City of Bartow, FL. We have appreciated the willingness of City to serve as a reference to Verra Mobility when we are asked by other prospective customers to provide a reference.

If you are willing to serve as a reference for Verra Mobility, please countersign below, indicate the length of time that the City's consent is valid, and provide the name, title, address, telephone number, and email address of the party(ies) we may provide as a reference.

By countersigning below, you are agreeing that Verra Mobility may (i) list the City as a reference in its future proposals to prospective customers ("Proposals"); (ii) describe the products and services that Verra Mobility provides to the City in our Proposals; and (iii) rely on this Consent for so long as the Consent is valid.

We appreciate your partnership in enabling us to bring safety solutions to other communities.

Sincerely,

Nick Compiseno, Contracts Manager

cc: Matt Reich

Consent Provided By:

CITY OF BARTOW, FLORIDA

Signed: _____

Name:

Title:

Date of Signature:

Consent Valid:

☐ Until revoked in writing by sending such revocation to:
Verra Mobility
1150 N. Alma School Road
Mesa, AZ 85201
Attn: Government Solutions Contracts Management

☐ For the remainder of the City's Contract and any executed renewals

☐ For 1 Year from the Date of this Consent

☐ For a specific stated proposal or project only:_____

Customer Contact(s):

Name: _____

Title: _____

Address: _____

_____

Telephone Number:_____

Email Address:_____

Name: _____

Title: _____

Address: _____

_____

Telephone Number:_____

Email Address:_____

CITY OF BARTOW

CITY COMMISSION REGULAR MEETING

Monday, May 20, 2024 AT 6:00 P.M. (EST)

OR AS SOON THEREAFTER AS POSSIBLE

CITY HALL COMMISSION CHAMBERS, 450 N. WILSON AVE., BARTOW, FL 33830

MINUTES

The City Commission of the City of Bartow met in a Regular Meeting on Monday, May 20, 2024 at 6:00 p.m. in the Commission Chambers located at City Hall, 450 North Wilson Avenue, Bartow, FL 33830. Notice of this meeting was posted at City Hall, Bartow Public Library and on the City's website www.cityofbartow.net and Facebook page on May 16 & 17, 2024.

1. CALL TO ORDER

Mayor Pfeiffer called the meeting to order at 6:01 p.m. She dispensed with the roll call attendance was as follows:

Commissioners Present: Commissioner Gary Ball, Commissioner Leo E. Longworth, Commissioner Laura Simpson, Vice Mayor Tucker & Mayor Trish Pfeiffer.

Commissioners Absent: None

Staff Members Present: City Manager Mike Herr, Asst. City Attorney Savannah Cerullo, Asst. City Manager Tracy Miller, Planning Director Bob Wiegers, Deputy Police Chief Stephen Walker, Purchasing Manager Danielle Rose, Solid Waste Manager Michael Davis, Electric Interim Director Michael Poucher, Public Works Director Bill Groover, Fire Chief Jay Robinson, Parks, Recreation & Cultural Arts Director Jason Hargrove, Communications Director Laurie Hayes, Code Enforcement Manager Tray Towles and City Clerk Jacqueline Poole.

2. INVOCATION

Bishop Anthony Roberts, New Beginnings Church gave invocation.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

The Commissioners and Audience gave the Pledge of Allegiance to the United States of America Flag.

4. PROCLAMATIONS AND SPECIAL PRESENTATIONS

a. **Issuance of proclamation recognizing May 20-24, 2024 as Just Say No Week. Being accepted by Just Say No Committee Member Steve Githens.**

Asst. City Attorney Cerullo read the proclamation in its entirety.

Mayor Pfeiffer presented the proclamation to former Commissioner and Mayor Steve Githens. She said she remembers her children participating in the Just Say No program. She was grateful for the work that the Just Say No Committee continues to do.

Committee Member Githens stated that the Just Say No program is in its 33rd year. He said Mr. Ernie Cooper was instrumental in bringing it to Bartow. He applauded everyone who has taken part in the rallies, parades and events. The message of Just Say No is targeted at fifth grade students before they go to middle school. He mentioned that all the students receive Just Say No t-shirts sponsored by the Rotary Club. He said Rotary appreciates all the City does and the departments that help with this endeavor.

b. **Issuance of proclamation recognizing May 24-27, 2024 as the 61st Annual Sheriffs Youth Villa Classic Golf Tournament. Being accepted by Committee Members of the Sheriffs Youth Villa Classic Golf Tournament.**

Asst. City Attorney Cerullo read the proclamation in its entirety.

Mayor Pfeiffer presented the proclamation to Committee Members Karen Guffey and Tami Waring. She congratulated them on the 61st annual golf tournament. She said her parents loved the golf course and this tournament.

Committee Member Guffey said the Youth Villa Classic is celebrating 61 years. The event used to be a project of the Chamber. A volunteer committee took the project over 15 years ago. She said it is her 40th year on the committee. She was proud to report that last year they had four college students graduate from the following colleges - Southeastern, Florida Southern & Polk State. There are currently 19 children in the two cottages at the Villa. The cottages had been revamped and set up as dorms by Grady Judd Charities. They continue to have a parent component to them. On May 24, 2024 the committee will be presenting a check to the Youth Villa Ranches for $155K, that is three years' worth of proceeds from the golf tournament. She expects to raise another $50K from this year's event. She said they could not do the event without the City of Bartow, its golf course & staff. She noted that they have had past winners that went on to be on the PGA. This event is still very prestigious and draws a great crowd. She invited everyone to attend the closing ceremony on Monday, May 27, 2024 around 3:00 p.m.

c. **Issuance of proclamation recognizing May 20, 2024 as Emancipation in Florida. Being accepted by Ms. Jamie Gaskins, Juneteenth Committee Co-Chairperson.**

Asst. City Attorney Cerullo - read the proclamation in its entirety.

Mayor Pfeiffer presented the proclamation to Committee Co-Chairperson Gaskins.

Co-Chairperson Gaskins thanked the Commission for the proclamation. She invited everyone to attend the Juneteenth Festival on June 15 at Over the Branch Park and to the Annual Luncheon on June 19 at Polk Street Center. They will be honoring citizens who have made an impact on the community during the luncheon.

Commissioner Longworth reported that the City started issuing this proclamation a few years ago when it learned that the slaves were notified of the freedom on May 20, 1865. He briefly explained the difference between this and Juneteenth.

d. **Issuance of proclamation recognizing May 12-18, 2024 as National Police Week. Being accepted by Deputy Police Chief Stephen Walker.**

Asst. City Attorney Cerullo read the proclamation in its entirety.

Mayor Pfeiffer presented the proclamation to Deputy Chief Stephens, Det. Sidler, Ofc. Paul, Ofc. Campuzano, Capt. Hauser, Cpl. Charette and Sgt. Fender. She said every week is Police Week here in Bartow. She said the officers put their lives on the line every day. She said she did a ride-along when she attended the Citizen's Police Academy. That opened her eyes to the harm's way officers put themselves in while they are on patrol.

Deputy Chief Walker thanked the Commission for the proclamation. He said the officers can feel the appreciation from citizens in Bartow everywhere they go.

5. GENERAL PUBLIC COMMENT

At this time, the Commission received comments from the public regarding matters not appearing on this agenda.

Asst. City Attorney Cerullo reminded all speakers addressing the City Commission that while making comments during any time set aside for public comments or public hearings to refrain from making any personal attacks, derogatory comments, commenting on any items in litigation or under investigation, or any other matters that do not fall within the purview of the City Commission. She said public speakers are limited to three minutes, speaker cards on table, give them to the city clerk yielding of time is not customary during public comment. General public comment is the publics chance to speak and be heard and is not a time typically for questions and answers. She asked the public to refer to the agenda to seek the appropriate time to make comments. Speaker cards are located on the tables left of the room and with the City Clerk. Fill out the speaker card and give it to the clerk when you come to the podium. Before you begin your remarks state your name and address for the record.

Mayor Pfeiffer opened the public comment period.

Gerald Cochran, 1615 North St., Bartow. Mr. Cochran commented on the budget and the City's infrastructure. He said the citizens are not given a chance to vote on new development and rezoning. He did not think the City's budget could withstand

all the build-out. He stated that the City is purchasing new trucks every other year, that the budget will not bear buying everything new at one time. He said the City promised the sanitation department a building but has been continually delayed. He said the City should not buy new equipment when the sanitation department does not have a good place to store them from the elements. He said that department does a good job, and they need to be provided with a new facility instead of giving money to departments that are not making the City any money. He said the City should not keep neglecting them. He said he has seen three swimming pools go under since he has been attending these meetings. He said the pools did not make enough money to cover costs for the chemicals and staff. He concluded that the Commission needs to be accountable to the budget and put some things aside until it has the money to afford them.

With no further comments, Mayor Pfeiffer closed the public comment period.

Mayor Pfeiffer thanked Mr. Cochran for his comments. She noted that the City Manager is working to get the solid waste and public works departments new facilities. She asked him for his patience.

6. CITY ANNOUNCEMENTS

Mayor Pfeiffer reminded everyone that Ken Riley's family would be honored on May 24, 2024 during Bartow High School's spring game halftime show at 7:00 p.m. On May 25, 2024 the Field House at Bartow House School would be renamed and dedicated to Ken Riley at 10:00 a.m.

Mayor Pfeiffer stated that the Bartow Yellow Jackets Softball team is going to the state competition. There will be a sendoff downtown on May 22nd at 1:30 p.m. She invited everyone to come to cheer them on.

Mayor Pfeiffer reported that there would be a groundbreaking ceremony for Skimlite on May 29th at 10:00 a.m.. She said that is a new business that is coming to Bartow from California.

Mayor Pfieffer congratulated the Class of 2024 graduates from Bartow High School, Bartow IB and Summerlin Academy.

Mayor Pfeiffer said tomorrow she looks forward to meeting Bartow Middle School's Civics classes. She said today they visited the Tax Collector's Office, L.B. Brown House Museum and Bartow Airport. The City has set up demonstrations for them with the police, fire and recycling departments.

7. REPORT OF CHARTER OFFICERS

a. CITY MANAGER COMMUNICATIONS

1. Report on Capital City Clean Up

Code Enforcement Manager Tray Towles gave an update and presentation on the Capital City Clean Up project. He explained that the Cleaner, Safer Neighborhood program was created to improve public safety and address blight. The Capital City Clean Up project falls under that programs umbrella. He reviewed the history, citywide survey results, the execution schedule, zones by priority, members of the Strike Team, the pilot neighborhoods, and the action plan.

Commissioner Longworth asked if the letter from the action plan was geared to the pilot neighborhoods.

Manager Towles replied yes that the letter would go to the residents who live in the pilot neighborhoods first.

Vice Mayor Tucker asked if Code Enforcement would do the citywide clean up annually, if it wasn't she suggested that the residents be educated in knowing that it is a onetime deal that they need to take advantage of. She asked who was funding the project and if the abatements would appear on the tax bill.

Manager Towles replied once they have gone through all the zones he did not think there would be the need to do a massive cleanup annually, staff should be able to maintain it going forward. He said the one-time cleanup would be communicated to everyone. He plans to educate residents in a variety of ways including speaking engagements, social media and the City's website, etc. He said the program is designed for the funds to come out of each departments budget. He said he would have a better understanding of the costs once the pilot neighborhood is completed. He would then look for ways on how to fund it in the future. He said Code Enforcement has a pretty good budget for abatement, they could possibly use some of that. He agreed that the abatements would be placed on the tax bill.

Commissioner Longworth said he noticed that the Code Enforcement's efforts have been a game changer all over the City. He said the City is already looking good. He likes how they look at it as a partnership with the residents and soliciting volunteer compliance. He said it gives citizens more of a buy-in in what we are trying to do. Other than the normal violations he sees unauthorized dumping areas and tires.

Manager Towles said he has a plan for the illegal dumping areas, that it is high on his things to accomplish. He said that there have already been discussions with public works to make signs for known dumping areas.

Commissioner Simpson said she understands that the code enforcement web page is currently under construction, she asked what the timeline was for that.

Manager Towles would like to have it ready to go before the letter goes out. He thought it would be done in a matter of weeks.

Commissioner Longworth urged Manager Towles to use the communications director to help get the word out. He said a good way to get the word out in his district is through the churches.

Commissioner Ball asked if the letters were only going out to people with violations.

Manager Towles said the letters would go out to the entire community.

Mayor Pfeiffer said this is exciting and well thought out. She looks forward to a safer, cleaner and visibly beautiful city.

(A copy of the presentation is attached therein and is described as Exhibit A).

City of Bartow Agritourism and Equestrian Center Project

City Manager Herr stated that this project would be in partnership with the Polk Board of County Commissioners. He said when County Commissioner Rick Wilson reached out to him in late 2023 they were in the process of negotiating with the City of Fort Meade for an equestrian center. The City of Fort Meade concluded that they were not in a financial position to proceed with that project so County Commissioner Wilson asked if the City of Bartow would be interested. Since City Manager Herr was not familiar with equestrian facilities, County Commissioner Wilson suggested city staff look at Okeechobee's center. County Commissioner Braswell also met with him and asked if the City would be willing to pursue the concept. Staff gathered details over several months and Commissioner Pfeiffer and Deputy City Manager Wright went to Okeechobee County and spoke with people who manage the equestrian center there. That center does require a subsidy from their general fund. They have numerous events there in addition to the equestrian aspect. City Manager Herr said he asked County Manager Beasley for permission to meet with the Tourism & Sports Marketing (TSM) staff to talk about the possibility of using TSM money to help fund the project. The County has approximately $6.5M that has been set aside for the equestrian center. The more they got into studying the details of the project, staff thought an equestrian center would be a good way to start but there would probably need to be some other amenities associated with the site to be successful. The county owns approximately 60 acres where a series of soil boring tests has been completed to better determine where some of these amenities could be located. The property is the Homeland area and is on the eastside of Hwy. 17. The projected cost for the vision that was put together would be over $130M at today's costs. That cost represents an equestrian center, amphitheater, relocating the Stuart Agricultural Center & UF/IFAS Extension Offices and buildings for different events. By moving the IFAS program to this location could open the opportunity for partnerships through the legislature, UF School of Agriculture and fairgrounds. He said Polk County has 17 cities and its foundation is family and family values. He said that prompted the idea of a county fair. He said he had a conversation and presented the vision to School Superintendent Heid who enthusiastically endorsed it. He discussed the

possibilities that he would have to have School Board approval but there could be an agricultural academy. The County has contemplated doing it on their own. He said the vision was presented to the Board of County Commissioners last Friday at their agenda review session by The Lunz Group. The board was enthused by the overall vision, they instructed the County Attorney to put together an interlocal agreement that envisions this vision over time that would be contingent upon funding and would begin with an equestrian center. The interlocal would probably transfer the ownership of the acreage to the City which would be contingent upon City Commission approval. He thinks it is a project that will work, but will not happen overnight, it will take time and require support of community partners and require raising money. He said there is not a venue like this in Polk County. He said it is an opportunity to bring people from all parts of the County together.

Mayor Pfeiffer said the Okeechobee center is 20 years old. She learned the deficits from what they had there, one being they did not have an air-conditioned space which limited their use. She said their number one event is a monster truck event. Their staff had ideas on how to improve the barns if they had the opportunity to do it all over again. It lacked a maintenance barn for equipment, they were having to use stalls for storage. She said she also visited the World Equestrian Center in Ocala, which was phenomenal, it was designed by The Lunz Group. She said this project is in great hands with The Lunz Group because they know how to do this type of facility. She stated having an amphitheater could be a revenue generator.

RedZone

City Manager Herr reported that Red Zone has been working in the City for the last several months for sewer line inspections. In April they denoted there was a section of an 8-inch sewer main on S. Broadway Ave. that has disintegrated and formed a large cavity. Residents have been frustrated because that area has been barricaded for quite some time. It is barricaded for the safety of motorists and pedestrians. That section of pipe is dangerous, it could cave-in from traffic and has the potential of causing a lot of property damage as well as hurting people. An engineer prepared the plans and materials have been ordered. It has been expediated as much as it can. The work will be done by Killebrew & Co. The repairs will happen between May 30 and July unless rain delays occur. The goal is to be completed by August 1. He noted that the sewer system in Bartow is extremely old, that there are similar conditions to this all over the city. He appreciates everyone's cooperation and understanding.

Budget Process and Timeline

City Manager Herr shared a copy of the budget process and timeline. The FY 24-25 proposed budget process began on March 19 with a kickoff meeting with department heads. Department operating and capital budgets were due April 12. The departments then met with the City Manager's Office and Finance to present their budgets. He said he would know more about where

we stand with the revenue estimate when the Property Appraisers office sends the projected taxable value for Bartow, he believes that would happen June 1. The proposed budget is due to the Commissioners by July 15. He said there is quite a bit of catch up to do because impact and user fees have not been increased in the last 10-13 years. He said that would become clearer when Raftelis present their findings at a couple of workshops. He would not be proposing a millage rate increase. He said utility rates are going to have to increase. He commented on the ordinance that requires the proposed budget be presented by July 15, he wished it was in August to give the team more time. There will be workshops and community meetings in August. Public hearings for budget adoption would occur in September. The budget would be in effect October 1.

Commissioner Longworth said maybe the Commission could consider amending the ordinance to extend the budget deadline prior to next year's budget cycle giving the City Manager and staff more time to prepare it.

City Manager Herr joked that it only takes two readings.

(A copy of the budget timeline is attached therein and is described as Exhibit B).

Community Partners and Non-Profit Funding update

City Manager Herr reported that the City has been receiving funding applications from non-profits in the community. He expects there to be some new requests this year. He said the community partners are kind of like an extension of staff, they are Main Street Bartow, Bartow Economic Development Council, L.B. Brown House Museum & Bartow Chamber of Commerce. To put a number into the draft budget he suggested using the same amount as last year, approximately $290K. That money comes from the General Fund and is used to fund the community partners and non-profit organizations. Those organizations carryout services that the City does not do. He noted that the deadline was extended to June 15. On June 27 Asst. City Manager Miller will host a training session for the non-profit organizations to provide insight and assistant applicants to best prepare their presentations for the City Commission workshop. The Commission will hold a workshop on July 12 at 9:00 a.m. to hear the presentations from the non-profit organizations. On July 15 at 4:00 p.m. the Commission will hear presentations from the community partners.

Mayor Pfeiffer asked if more non-profits had submitted applications than last year. She told the new commissioners that last year, was last year, that this year's given amounts might not be the same because more organizations would want a piece of the pie.

Asst. City Manager Miller expected there would be more submittals. She said she hosted a roundtable session with non-profits. She said there were non-profits the City had not seen before in attendance. She pointed out that she

did make one qualifying change in the application process. Organizations that received funding the previous year were asked to submit a performance report on the impact they made. She said we want to make sure the funds are locally spent.

Commissioner Longworth said that would be very important to the Commission to know how they did to benefit the community and how they spent the money. He reminded staff that last year there was a discussion to consider making the Diversity Committee a community partner - for its Diversity Luncheon.

Asst. City Manager Miller said there are three categories – non-profits, community partners and events. She said Juneteenth and the Diversity Luncheon fall in the events category.

Commissioner Longworth asked how the community partners are handled budget wise.

Asst. City Manager Miller explained that community partners are contract based, that is why they are being done before a Commission meeting, separately from the non-profits. She said every organization has been asked to submit an application and to present to the Commission. She said they can choose not to present, but it is probably not in their best interest.

Tee Circle Project Update

City Manager Herr reported that staff and Pennoni toured the affected areas with property owner Mr. Eddie Brown. He said the tour was beneficial to Pennoni's Senior Consultant Steven Shealey. Pennoni has come back with a scope of services to drill down into the details of all three options that were presented at the workshop. The cost for this study is $34.9K. City Manager Herr will check to see if there is money in the Water Enterprise Fund to pay for it. If money is there, a Notice to Proceed would be issued to Pennoni. He said it would take four months to complete.

Mayor Pfeiffer mentioned that the County will not have a recycling program once the new fiscal year starts. She asked staff to provide a one-page update on Bartow's recycling program that lets the residents know that while the County is discontinuing its program, Bartow is not.

City Manager Herr said staff would give an update on solid waste & recycling during a meeting in June.

Mayor Pfeiffer requested an updated growth map from the City Planner and a boundaries map from the GIS person.

b. **CITY ATTORNEY COMMUNICATIONS**

Asst. City Attorney Cerullo reported that legal staff has been working diligently on many of the agenda items.

c. **LEGISLATIVE UPDATES**

Mayor Pfeiffer reported the Governor continues to sign many bills.

8. AGENDA MODIFICATION / APPROVAL

MOTION was made by Vice Mayor Tucker, seconded by Commissioner Longworth to approve the agenda as presented.

VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker, Pfeiffer
NAY: None

Motion carried.

9. PUBLIC COMMENT ON AGENDA ITEMS

At this time, the Commission received comments from the public regarding matters appearing on this agenda, not otherwise scheduled for a separate public hearing.

Mayor Pfeiffer opened the public comment period regarding matters appearing on this agenda, not otherwise scheduled for a separate public hearing.

Public comment was received from the following individuals. All opposed Ordinance Nos. 2024-09, 2024-10 and 2024-11.

Sergio Seoane, 4324 Forst Hill Dr., Lakeland.
Sandy Dobson, 6106 Sourwood Way, Bartow.
Richard Hupfer, 4905 Ironwood Trail, Bartow.
Marcia Ford, 6099 Waterwood Way, Bartow.
Tom Pierce, 6127 Black Walnut Dr., Bartow.
Kathey Milligan, 5116 Waterwood Dr., Bartow.

Concerns raised were:

- Zoning changes to commercial
- Commercial development, high density units
- Egress/Ingress of vehicular traffic, poor access
- The width of Boy Scout Ranch Rd.
- Rural area with road too narrow for commercial traffic
- School bus stop
- Increased traffic
- Safety to residents and vehicles
- Surrounding property presently zoned residential

- No entrance/exit from U.S. 98 due to Fort Fraser Trail
- Too close to residential neighborhoods
- Emergency services
- Inconvenience to residents
- Insufficient rights-of-ways
- Lacks benefit to residents
- Intersection of 540A, Boy Scout Ranch Rd. and U.S. 98
- Developer has no concerns for residents
- Planned Development (PD) could utilize the C2 which allows density of 12 residential units per acre (apartments)
- Residents do not want cheap commercial strip in neighborhood

With no further comments, Mayor Pfeiffer closed the public comment period.

10. HEARINGS – FIRST AND SECOND READINGS AND PUBLIC HEARINGS

a. **Final reading and public hearing of ORDINANCE NO. 2024-08 – AN ORDINANCE RELATING TO PROCUREMENT; AMENDING CHAPTER 2, ARTICLE VII, DIVISION 2 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW, FLORIDA; CREATING SECTION 2-270 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW, FLORIDA; DEFINING THE TERMS VETERAN BUSINESS ENTERPRISE AND WOMEN/MINORITY BUSINESS ENTERPRISE; ADOPTING A VENDOR PURCHASING PREFERENCE FOR VETERAN BUSINESS ENTERPRISES AND WOMEN/MINORITY BUSINESS ENTERPRISES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

Asst. City Attorney Cerullo read the ordinance by title only:

"AN ORDINANCE RELATING TO PROCUREMENT; AMENDING CHAPTER 2, ARTICLE VII, DIVISION 2 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW, FLORIDA; CREATING SECTION 2-270 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW, FLORIDA; DEFINING THE TERMS VETERAN BUSINESS ENTERPRISE AND WOMEN/MINORITY BUSINESS ENTERPRISE; ADOPTING A VENDOR PURCHASING PREFERENCE FOR VETERAN BUSINESS ENTERPRISES AND WOMEN/MINORITY BUSINESS ENTERPRISES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE."

MOTION was made by Vice Mayor Tucker, seconded by Commissioner Ball to adopt on final reading Ordinance No. 2024-08, an ordinance relating to procurement; amending Chapter 2, Article VII, Division 2 of the Code of Ordinances of the City of Bartow, Florida; creating Section 2-270 of the Code of Ordinances of the City of Bartow, Florida; defining the terms Veteran Business Enterprise and Women/Minority Business Enterprise; adopting a Vendor

Purchasing Preference for Veteran Business Enterprises and Women/Minority Business Enterprises; providing for severability, conflicts, codification and the administrative correction of scrivener's errors; providing for an effective date.

City Manager Herr recommends that the City adopt a vendor purchasing preference for businesses that are majority-owned by Veterans, women, African Americans, Hispanic Americans, Asian Americans, or Native Americans.

Purchasing Manager Rose reviewed the staff report. She said this would make the City be more inclusive to unrepresented and under-utilized businesses owned by Veterans, Women and minority businesses. It would align our policies with places like Lakeland, Polk County and Lake Wales. The policy's main goal is to encourage companies to procure businesses traditionally owned by underrepresented people of all groups to make sure that there are no barriers that may obstruct such participation in the City's procurement policies and activities. The City wants a program that is fair and transparent to all, and to be able to build partnerships between bigger firms with some of the smaller firms to include Veterans and minority businesses. This policy does not supersede the Local Preference Vendor Policy.

Vice Mayor Tucker asked if the local preference would still be the top choice.

Manager Rose said yes, local preference would always take first place if it occurs in any of the bidding solicitation processes.

Mayor Pfeiffer asked where quality and qualifications come into play. She explained what Local Preference means.

Manager Rose said bidders are evaluated and given points based on experience and expertise. A maximum of five points are given for Veterans, Women and minority businesses.

Commissioner Longworth said this helps Bartow to equalize the playing field and to be more inclusive.

Commissioner Simpson commented that she was surprised the City did not already have this in place.

(A copy of the staff report is attached therein and is described as Exhibit C).

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker, Pfeiffer
NAY: None

Motion carried.

b. **First reading and consideration of Ordinance No. 2024-12 - AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF**

THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT #CPA-24-03-SS"; SPECIFICALLY, TO CHANGE THAT PARCEL OF LAND OWNED BY BARTOW MACHINE WORKS, INC., ET. AL., FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL; TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE DIVISION OF COMMUNITY DEVELOPMENT FOR A FINDING OF COMPLIANCE; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

Asst. City Attorney Cerullo read the ordinance by title only:

"AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT #CPA-24-03-SS"; SPECIFICALLY, TO CHANGE THAT PARCEL OF LAND OWNED BY BARTOW MACHINE WORKS, INC., ET. AL., FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL; TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE DIVISION OF COMMUNITY DEVELOPMENT FOR A FINDING OF COMPLIANCE; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE."

MOTION was made by Commissioner Longworth, seconded by Commissioner Simpson to pass on first reading Ordinance No. 2024-12, an ordinance amending the Comprehensive Plan Future Land Use Map of the City of Bartow, Florida; said amendment being known as "Amendment #CPA-24-03-SS"; specifically, to change that parcel of land owned by Bartow Machine Works, Inc., et. al., from Medium Density Residential to Commercial; transmitting said amendment to the Florida Commerce Division of Community Development for a finding of compliance; providing for scrivener's error; providing for severability; and providing for an effective date upon final passage.

Planning Director Wiegers reviewed the staff reports for Items Nos. 10(b) and 10(c) together. The parcel is 2.1 acres, is in south central Bartow on the southwest corner of Vine St. and Floral Ave. and is known as Bartow Machine Works. The business has operated there since the 1940s by the Frankenburger family as a machine shop for fabrication and welding. The request is to take the Future Land Use designation from Medium Density Residential (MDR) to Commercial and change the Zoning from R-2 to a PD Planned Development category. The purpose of doing this is to allow the site to continued to be used for non-residential purposes. Historically it has had a legal non-conforming use for the past 80 years, it has never been zoned commercial, it has always been operated as a non-residential use. The owner is retiring and has a tenant on the property – Nautical Way of Life, owned by Mr. Nick Harrison. It is a marine repair and improvement company. It has been operating on the property for about 18 months. They operated under a non-conforming use determination that was prepared by staff and the City Attorney. It was concluded that what Mr. Harrison was doing there was similar, consistent and compatible with what Mr.

Frankenburger was doing. Mr. Frankenburger is willing to sell the property to Mr. Harrison, but Mr. Harrison needs assurance that he would be able to continue to operate Nautical Way of Life there in the future. That is why he is seeking to change the zoning. By changing the zoning to the PD category, it would become a conforming use under those specific guidelines for marine repair/alterations. It would not allow any other use there. By doing this it would change the status of the site from a non-conforming site to a conforming site. If the site ever ceases to operate as such it goes away and would revert to the underlying zoning. Mr. Harrison is proposing to replace the building with a single building, improve the existing parking area and have the boat storage project area on the southwest side of the site. The improvements would be done in stages. There would be a 25 ft. perimeter setback on the entire parcel. Additional buffering and landscaping would be installed. Staff recommends approval of application CPA-24-03-SS for the following reasons:

1) The request allows land uses that are compatible with existing/planned development in the area and allows for a reasonable use of the property;
2) The map amendment request is consistent with the City of Bartow's Comprehensive Policy Plan; and
3) The proposed amendment and subsequent site development will not degrade the Level of Service of the City's public facilities or services.

Staff recommends approve application Z-24-05-PD subject to the following conditions:

1) Development shall conform to the Nautical Way of Life Planned Development Land Use Plan, dated "Received, April 30, 2024", and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and local laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the City of Bartow.
2) The development shall obtain water, wastewater, solid waste and electrical services from the City of Bartow subject to applicable City rate resolutions and ordinances.
3) Nautical Way of Life future employment shall limit itself to a total of 10 employees; a four-day work week, Monday thru Thursday, with an occasional Friday; conducting early morning business indoors so as not to interfere with the surrounding neighborhood and no equipment or loud noises occurring before 8:00 AM or after 5:30 PM.

Planning Director Wiegers said public hearings were held before the Planning and Zoning Commission last week. Approximately 30 neighboring property owners were notified. There was no communication back prior to the meeting, but during the meeting several neighbors attended to support Mr. Harrison, no one opposed it.

(A copy of the staff report is attached therein and is described as Exhibit D).

Commissioner Ball asked if there was potential for it to become a storage facility and if there was a timeline for how long a boat can remain there. He asked if there would be fencing. His concern was that all the work would now be completed on the outside opposed to all the work being done on the inside as it was with Bartow Machine Works,

Planning Director Wiegers said there is nothing in it that would allow someone to store their boat there. He said there is no definitive timeline, it would be however long it takes for the boat to be repaired but if the City became aware that someone was storing their boat then Code Enforcement would pay a visit. He said there is currently a security fence, that is chain link, it would be incorporated into the new building area. There is nothing like a wall or a solid fence but would work to improve that with the landscaping improvements. He said the applicant could address the concerns about where the work would take place.

Mayor Pfeiffer asked if it could become a boat salvage place. She asked if there would be noises related to the work. Her concern was the proximity to residents. She asked to be updated on that at the next meeting. She asked if the corner piece was going to stay grassed. She thought the metal building was good.

Planning Director Wiegers said the corner piece would remain grassy.

Vice Mayor Tucker was concerned about commercial outside storage. She said it was very different than residential outside storage. She said we need to consider future use in case the property is resold.

Planning Director Wieger reiterated that if the property was resold, the new owner would have to seek permission to use it for any other use or it could revert to a residential development similar to its would revert to its current underlying zoning classification.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Pfeiffer
NAY: Tucker

Motion carried.

c. **First reading and consideration of Ordinance No. 2024-13 - AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BARTOW, FLORIDA, REZONING APPROXIMATELY 2.1 ACRES OF LAND OWNED BY BARTOW MACHINE WORKS, INC., ET. AL. AND LOCATED IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, FROM R-2, TWO FAMILY RESIDENTIAL TO PD, PLANNED DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE**.

Asst. City Attorney Cerullo read the ordinance by title only:

"AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BARTOW, FLORIDA, REZONING APPROXIMATELY 2.1 ACRES OF LAND OWNED BY BARTOW MACHINE WORKS, INC., ET. AL. AND LOCATED IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, FROM R-2, TWO FAMILY RESIDENTIAL TO PD, PLANNED DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE."

MOTION was made by Commissioner Ball, seconded by Commissioner Simpson to pass on first reading Ordinance No. 2024-13, an ordinance amending the Zoning Map of the City of Bartow, Florida, rezoning approximately 2.1 acres of land owned by Bartow Machine Works, Inc., et. al. and located in Section 7, Township 30 south, Range 25 east, Polk County, Florida, from R-2, Two Family Residential to PD, Planned Development; providing for severability; providing for scrivener's error; and providing for an effective date upon final passage.

Planning Director Wiegers reviewed this item with 10(b).

(A copy of the staff report is attached therein and is described as Exhibit E).

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Pfeiffer
NAY: Tucker

Motion carried.

d. **First reading and consideration of Ordinance No. 2024-09 - AN ORDINANCE ANNEXING UPON THE PETITION OF THE OWNER THEREOF APPROXIMATELY 6.5 ACRES OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF BOY SCOUT RANCH ROAD AND US HIGHWAY 98 IN SECTION 24, TOWNSHIP 29S, RANGE 24E, POLK COUNTY FL; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.**

Asst. City Attorney Cerullo read the ordinance by title only:

"AN ORDINANCE ANNEXING UPON THE PETITION OF THE OWNER THEREOF APPROXIMATELY 6.5 ACRES OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF BOY SCOUT RANCH ROAD AND US HIGHWAY 98 IN SECTION 24, TOWNSHIP 29S, RANGE 24E, POLK COUNTY FL; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE."

MOTION was made by Commissioner Simpson, seconded by Commissioner Longworth to pass on first reading Ordinance No. 2024-09, an ordinance annexing upon the petition of the owner thereof approximately 6.5 acres of property located on the southeast corner of Boy Scout Ranch Road and U.S.

Highway 98 in Section 24, Township 29S, Range 24E, Polk County FL; providing for scrivener's error; and providing for an effective date upon final passage.

Mayor Pfieffer said the Commissioners did receive public comment on Item Nos. 10(d), 10(e) & 10 (f) earlier in the meeting. Those comments would be taken into consideration. She said that there would be another opportunity for public comment during the public hearings at the next meeting.

Planning Director Wiegers reviewed Item Nos. 10(d), 10(e) and 10(f) together. He reminded the Commissioners that during their last meeting they annexed adjacent property. He said 6.5 acres is being considered for annexation, it sits in the southeast corner of U.S. Hwy. 98 and Boy Scout Ranch Rd. None of this commercial development is in the City's electric service territory however it will serve it for utility purposes related to water, sewer and solid waste as well as provide emergency services. It is consistent with Chapter 171.044 of the Florida Statutes as far as being compact and contiguous to existing city limits. The accompanying land use application is to designate 31 acres of Low Density Residential and 6.5 acres of Commercial. The zoning application that would establish a PD zoning designation on the property would give applicant some latitude on what types of uses would be allowed there as well as to increase some of the standards that would normally be associated with site development. The site would be accessed primarily from the road that has already been built by KB Homes, but any future developer would have the potential to request and try to permit a right-in entrance off Boy Scout Ranch Rd. That would help traffic coming off Hwy. 98 because they would make the right-in and not go down to the main road however, any traffic that leaves would have to use the main road. Boy Scout Ranch Rd. is designated as an urban collector under the County's roadway network database. Because it is a collector road, improvements were required when KB Homes came in. This development did dedicate additional right-of-way for that roadway and improvements were made that brought that road up to a basic standard. He said the same lift station that serves the residential development would serve the commercial development and has all been put in place so no new connections will be made. There would be no new direct access to Hwy. 98. He said the property was an agricultural use for many years, there is nothing unusual about the soil types or vegetation. There are no surface waters, wetlands, floodplains or endangered species or plants. A Level II Transportation review was done on the site. It came with a traffic study. Improvements were made to the roadway based on that study. The future developer of the commercial site would have to do a similar process. Boy Scout Ranch Rd. would continue to be a county-maintained roadway. He said every property owner (243) east of the site was notified of the requests. He believed the Low Density Residential and the Commercial Future Land Use Map designations will allow the land uses that are compatible with the area and that it is consistent with the comprehensive plan and zoning amendments, specifically the future land use, transportation, infrastructure and recreation policies as listed in the staff report for the comprehensive plan and zoning amendments. It was determined that the C-2, Community Commercial zoning classification is the most feasible and logical. He stated a Declaration of Restrictive Covenants was recorded in the Polk County Public Records, which represents an agreement between KB

Homes and 69-98 Corporation that restricts certain uses from being in the commercial area. These Covenants are binding upon all successors and assigns in the title to the properties. The items that are restricted are in the staff report. Subsequent development approvals specifically for the commercial area will include preliminary subdivision plat, civil construction plan and final would further delineate internal lot layouts and sizes, roadway and pedestrian configurations, open space and recreation area uses, and landscaping & buffering treatments. The Planning and Zoning Commission recommended approval of the zoning application on the following conditions of approval:

1) Development shall conform to the Hancock Crossings Planned Development Land Use Plan, dated "Received, March 8, 2024", and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and local laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the City of Bartow.
2) The development shall obtain water, wastewater, solid waste and electrical services from the City of Bartow subject to applicable City rate resolutions and ordinances.
3) Roads within the development(s) will be owned and maintained by the homeowner/property owner association since they will not contribute to the City's roadway network. The dedication language on any final plat shall contain necessary language to demonstrate compliance with this intent and a copy of the association documents addressing ownership and maintenance responsibilities shall be provided for review and approval.

Planning Director Wiegers said if these three ordinances are adopted tonight, they will be presented for second reading and public hearing at the next meeting.

(A copy of the staff report is attached therein and is described as Exhibit F).

Mayor Pfeiffer asked what has the most intensive use – commercial or residential. She said Boy Scout Ranch Rd. is insufficient for this traffic. She was concerned about the school bus stop. She thought the back of the buildings would have to face Hwy. 98 because of the access. She wants the best aesthetic view.

Planning Director Wiegers does believe it is a commercial corner, but not a high-intensity one. He agrees the access is not great, but it would not be dealing with commercial-type users that require Category A access. He portrays the site for something that is going to have a neighborhood service character i.e. doctor/dentist office, self-storage location, coffee shop, etc.

Commissioner Ball asked if the Waterwood community was directly across from the entrance.

Planning Director Wiegers said Waterwood II is directly across from it. That is the alignment for this new roadway to intersect because a four-way intersection is much better than having a staggered intersection.

Both Commissioner Ball and Vice Mayor Tucker were concerned about the back of the buildings facing Hwy. 98. Commissioner Ball was concerned about where the dumpsters would be located.

Commissioner Longworth said it would help to know what the potential developer wants to do. He said he plans to go look and analyze it and think about what the residents said. He questioned if they do not get commercial what the next best option would be for them.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker, Pfeiffer
NAY: None

Motion carried.

e. **First reading and consideration of Ordinance No. 2024-10 - AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT #CPA-24-02-SS"; SPECIFICALLY ASSIGNING LOW DENSITY RESIDENTIAL AND COMMERCIAL LAND USES TO RECENTLY ANNEXED PARCELS OWNED BY KB HOME ORLANDO, LLC AND 69 98 CORPORATION; TRANSMITTING SAID AMENDMENT TO FLORIDACOMMERCE DIVISION OF COMMUNITY DEVELOPMENT FOR A FINDING OF COMPLIANCE; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE**.

Asst. City Attorney Cerullo read the ordinance by title only:

"AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT #CPA-24-02-SS"; SPECIFICALLY ASSIGNING LOW DENSITY RESIDENTIAL AND COMMERCIAL LAND USES TO RECENTLY ANNEXED PARCELS OWNED BY KB HOME ORLANDO, LLC AND 69 98 CORPORATION; TRANSMITTING SAID AMENDMENT TO FLORIDA COMMERCE DIVISION OF COMMUNITY DEVELOPMENT FOR A FINDING OF COMPLIANCE; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE."

MOTION was made by Commissioner Longworth, seconded by Commissioner Ball to pass on first reading Ordinance No. 2024-10, an ordinance amending the Comprehensive Plan Future Land Use Map of the City of Bartow, Florida; said amendment being known as "Amendment #CPA-24-02-SS"; specifically

assigning Low Density Residential and Commercial land uses to recently annexed parcels owned by KB Home Orlando, LLC and 69 98 Corporation; transmitting said amendment to Florida Commerce Division of Community Development for a finding of compliance; providing for scrivener's error; providing for severability; and providing for an effective date upon final passage.

Planning Director Wiegers reviewed this item with Item No. 10(d).

(A copy of the staff report is attached therein and is described as Exhibit G).

ROLL CALL VOTE TO THE MOTIONS WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Pfeiffer
NAY: Tucker

Motion carried.

f. **First reading and consideration of Ordinance No. 2024-11 - AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BARTOW, FLORIDA, REZONING APPROXIMATELY 37.5 ACRES OF LAND OWNED BY KB HOME ORLANDO, LLC AND 69 98 CORPORATION AND LOCATED IN SECTION 24, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AS PD, PLANNED DEVELOPMENT; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.**

Asst. City Attorney Cerullo read the ordinance by title only:

"AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BARTOW, FLORIDA, REZONING APPROXIMATELY 37.5 ACRES OF LAND OWNED BY KB HOME ORLANDO, LLC AND 69 98 CORPORATION AND LOCATED IN SECTION 24, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AS PD, PLANNED DEVELOPMENT; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE."

MOTION was made by Commissioner Longworth, seconded by Commissioner Simpson to pass on first reading Ordinance No. 2024-11 - an ordinance amending the Zoning Map of the City of Bartow, Florida, rezoning approximately 37.5 acres of land owned by KB Home Orlando, LLC and 69 98 Corporation and located in Section 24, Township 29 south, Range 24 east, Polk County, Florida, as PD, Planned Development; providing for scrivener's error; providing for severability; and providing for an effective date upon final passage.

Planning Director Wiegers reviewed this item with Item No. 10(d).

(A copy of the staff report is attached therein and is described as Exhibit H).

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Pfeiffer
NAY: Tucker

Motion carried.

g. **First reading and consideration of Ordinance No. 2024-14 – AN ORDINANCE AMENDING SECTION 38-26 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW, FLORIDA, TO PERMIT GROWTH OF WEEDS TO A HEIGHT OF TWELVE INCHES; PROVIDING FOR PURPOSE AND INTENT; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE UPON FINAL PASSAGE.**

Asst. City Attorney Cerullo read the ordinance by title only:

"AN ORDINANCE AMENDING SECTION 38-26 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW, FLORIDA, TO PERMIT GROWTH OF WEEDS TO A HEIGHT OF TWELVE INCHES; PROVIDING FOR PURPOSE AND INTENT; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE UPON FINAL PASSAGE."

MOTION was made by Commissioner Longworth, seconded by Commissioner Simpson to pass on first reading Ordinance No. 2024-14, an ordinance amending Section 38-26 of the Code of Ordinances of the City of Bartow, Florida, to permit growth of weeds to a height of twelve inches; providing for purpose and intent; providing severability; providing for codification; providing an effective date upon final passage.

Asst. City Attorney Cerullo said this ordinance is to make the acceptable height for weeds and overgrowth consistent throughout the City's codes.

(A copy of the staff report is attached therein and is described as Exhibit I).

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker, Pfeiffer
NAY: None

Motion carried.

h. **First reading and consideration of Ordinance No. 2024-15 – AN ORDINANCE OF THE CITY OF BARTOW FURTHER AMENDING THE CITY OF BARTOW GENERAL EMPLOYEES' RETIREMENT PLAN, AS PREVIOUSLY RESTATED BY ORDINANCE NO. 2021-11, AND AS SUBSEQUENTLY AMENDED; AMENDING SECTION 28 RELATED TO DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

Asst. City Attorney Cerullo read the ordinance by title only:

"AN ORDINANCE OF THE CITY OF BARTOW FURTHER AMENDING THE CITY OF BARTOW GENERAL EMPLOYEES' RETIREMENT PLAN, AS PREVIOUSLY RESTATED BY ORDINANCE NO. 2021-11, AND AS SUBSEQUENTLY AMENDED; AMENDING SECTION 28 RELATED TO DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE."

MOTION was made by Commissioner Longworth, seconded by Commissioner Ball to pass on first reading Ordinance No. 2024-15, an ordinance of the City of Bartow further amending the City of Bartow General Employees' Retirement Plan, as previously restated by Ordinance No. 2021-11, and as subsequently amended; amending Section 28 related to Deferred Retirement Option Plan; providing for severability of provisions; providing for codification; repealing all ordinances in conflict herewith and providing an effective date.

Asst. City Attorney Cerullo said the State recently changed the DROP provision to allow for 8 years. This ordinance is to make what Bartow has in its policy consistent with the State.

(A copy of the staff report is attached therein and is described as Exhibit J).

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker, Pfeiffer
NAY: None

Motion carried.

11. CONSENT AGENDA

a. **Approval of May 6, 2024 City Commission Regular Meeting minutes.**

b. **Approval to authorize staff to enter contract negotiations with Colliers Engineering & Design, Inc. and Guardian Community Resource Management, Inc. for grant writing & advocacy services for the City of Bartow.**

c. **Approval to authorize staff to enter contract negotiations with SEMCO Construction, Inc. for an outdoor ADA restroom facility & water fountain at Carver Recreation Center.**

d. **Approval of City Commissioner absence(s) for May 6, 2024 excusal(s): None**.

MOTION was made by Vice Mayor Tucker, seconded by Commissioner Simpson to approve the Consent Agenda as presented.

VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker, Pfeiffer
NAY: None

Motion carried.

12. OTHER COMMISSION BUSINESS – NONE

a. OLD BUSINESS – NONE

b. NEW BUSINESS

1. **Review and consideration of the Sand Lake Groves West Preliminary Subdivision Plan (Applications #S-24-05-PSP), an 81 lot, single family residential development, approximately 39.9 acres in size. The property is owned by Sand Lake Groves, LLC, and is located on the west side of Gandy Cemetery Road; 1,200 feet north of State Road 60 in Section 35, Township 29 South, Range 25 East, Polk County, Florida.**

Planning Director Wiegers reviewed the staff report. He stated this application is for a Preliminary Subdivision Plat of a 81 home, single-family, residential community. It is located north of the intersection at Gandy Cemetery Rd. and SR 60. This project is the second phase of an older subdivision approval that was granted in 2006. The first phase "Sand Lake Groves" sits on the east side of Gandy Cemetery Rd. It is currently under construction. It was approved for 78 homes. This phase is called Sand Lake Groves West. It is the final half of the project that was originally contemplated in 2006. Of the 81 lots, 9 would have direct access to Gandy Cemetery Rd. It gives the developer opportunity to construct larger lots and homes. The private road community would be accessed from Gandy Cemetery Rd. It will have two cul-de-sac loops and a variety of lot sizes. All the performance standards of the PD approval that was issued for the zoning of this site have been complied with for this preliminary subdivision plat. It will be served by the City for water and electrical as well as other urban services such as solid waste and emergency services. The City does not have a centralized sewer system facility anywhere in the area that would provide service to this subdivision so there will be septic tanks. Each one of the septic tanks require review and approval through the Polk County Health Department prior to being put in place. The site is a former grove, the terrain has a slight slope to it from the southeast to the northwest as it goes towards the west. There are no surface waters, wetlands or floodplains. There are no endangered plant or animal species. Transportation access is provided by Gandy Cemetery Rd. Access connect would be issued by the County Engineer's office. The developer would be required to install a turn lane into the site. The site is zoned for Eagle Lake Elementary, Bartow Middle School and

Bartow High School. The plan was submitted to Polk County planning staff for preliminary comments, no comments have been received yet. The developer is required to apply for school concurrency. Public notice of this request was published in the newspaper, posted on the website and at City facilities. He notified 29 property owners within 500 ft. of the project. He said one person who had concerns about the site attended the Planning & Zoning Commission meeting. That person was put in touch with the developer. The PSP is consistent with the existing land use and zoning classifications of the immediate area. It is also consistent with the City's comprehensive policy plans and the future lane use, transportation and infrastructure policies. The configuration was reviewed by the DRC and was agreed to be acceptable. He noted that Infrastructure policy 2.1 states that *septic tanks shall be permissible only when municipal sanitary sewer facilities are unavailable and when conditions are favorable for their use. Septic tanks shall be considered temporary, and their use shall be discontinued upon availability of municipal sanitary sewer facilities pursuant to Chapter 64E-6, Florida Administrative Code and the Code of Ordinances of the City of Bartow.* The subdivision will be a private gated community, the City will not be responsible for maintaining the interior roads. The HOA will be responsible for ownership and maintenance of the project's internal roadway and stormwater management tracts. The DRC recommended approval to the Planning & Zoning Commission who conducted a public hearing and has recommended approval to the City Commission subject to the following conditions:

1) Development shall conform to the Sand Lake Groves West Property Preliminary Subdivision Plat, dated "Received April 10, 2024"; and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and local laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the City of Bartow. This Preliminary Subdivision Plat approval shall remain valid for one year from the date of approval, in accordance with the Section 7.06.05.02(A) of the ULDC.
2) The development shall obtain water, electrical, and solid waste services as applicable from the City of Bartow subject to applicable City rate resolutions and ordinances. Master water, electrical distribution, and stormwater plans, including preliminary calculations for the entire project shall be required to be submitted for review and approval concurrent with the construction plan.

(A copy of the staff report is attached therein and is described as Exhibit K).

MOTION was made by Commissioner Longworth, seconded by Commissioner Simpson to approve the Sand Lake Groves West Preliminary Subdivision Plan (Application #S-24-05-PSP), an 81 lot, single family residential development, approximately 39.9 acres in size. The property is owned by Sand Lake Groves, LLC, and is located on the west side of Gandy

Cemetery Road; 1,200 feet north of State Road 60 in Section 35, Township 29 South, Range 25 East, Polk County, Florida

Mayor Pfeiffer asked where the closest sewer line was to this project. She asked how close the sewer line needs to be for a resident to connect.

Planning Director Wiegers said it would be the big force main on Connersville Rd. It is about 1/2 mile away. He said the sewer line would need to be in front of their house to connect.

Vice Mayor Tucker asked how wide the smaller lots were. She asked if they checked with the Health Department to make sure they are far enough apart.

Planning Director Wiegers said the smallest lot was 70' wide by 150' deep.

Austin Evans, representative for applicant stated that they all meet the required size limits for septic. He said the soils there are conducive to septic tanks. Soil testing was done to make sure the permeability and everything else was sufficient.

Commissioner Ball asked if the driveways for lots 73-81 be on Gandy Cemetery Road, outside of the gates.

Mr. Evans said yes, the they would be outside the gate. He said their plan is to do a landscape buffer with trees along the road and will be setback about 120 ft. from the road. He said they are doing lower density to do some larger lots.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker
NAY: Pfeiffer

Motion carried.

2. **Consideration and approval, authorizing staff to enter contract negotiations with American Traffic Solutions d/b/a Verra Mobility for a red-light camera traffic enforcement system for the City of Bartow.**

Deputy Police Chief Walker gave a presentation on red light cameras. The intersections under consideration are:

- Van Fleet @ Hwy 98 (SB, WB, NB)
- N. Wilson @ Van Fleet (SB, EB, WB)
- W. Main St. (Hwy 60) @ CR555 (EB, WB)
- Van Fleet @ SR 17 (EB, NB, SB)
- SR 17 @ Main St. (SB, NB)
- SR 17 @ Wabash St. (SB, NB)
- SR 17 @ M.L. King Jr. Blvd. (SB, NB)

- SR 17 @ Georgia St. (SB, NB)

(A copy of the presentation is attached therein and is described as Exhibit L).

MOTION was made by Commissioner Longworth, seconded by Commissioner Ball authorizing staff to enter contract negotiations with American Traffic Solutions d/b/a Verra Mobility for a red-light camera traffic enforcement system for the City of Bartow.

Mayor Pfeiffer said this is going to be a hot topic. She thinks the company is great and are reputable. She was confident that seeing the video is worth a thousand words. She said it all comes down to safety.

Commissioner Simpson asked how much the fine was and she wanted to make sure that payment of the fines is enforceable.

Deputy Chief Walker said the fine is $158, the City gets $75 of that which goes towards different programs as well as to pay costs for personnel to review the systems and to pay for the systems themselves. He said that is not the motivator, the motivator is safety. If a violator does not pay the fine within 30 days or asks for an extension, a traffic citation will be issued, and the violator will have to appear in court.

Asst. City Attorney Cerullo said an ordinance would come before the Commission that would address enforcement. The details would be dependent on the final contract.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker, Pfeiffer
NAY: None

Motion carried.

3. **Annual Commission Reorganization Procedures**

   a. **Review the City of Bartow Roster of Appointees and Assignments for additions, modifications and deletions.**

   There were no additions, modifications or deletions.

   b. **Mayor to make Commissioners committee and board assignments.**

   Mayor Pfeiffer made one change, she replaced herself with Commissioner Ball as the Alternate to the Ridge League of Cities Board of Directors. She did mention that she could be the alternate's alternate at CRA meetings because she always attends them. She recommended in the future that the representative for the CFDC and BEDC be the same

person. Mayor Pfeiffer also encouraged new Commissioners to volunteer on FLC Legislative Committees and Polk Vision committees.

c. **Schedule proposed community "Town Hall" meeting dates.**

Mayor Pfeiffer would like to have a "community discussion" preferably at City Hall with participation from Commissioners and staff to participate. She thought it was important for all Commissioners to be there.

Vice Mayor Tucker said she would like to have one on Public Safety to include code enforcement, police, red light cameras, fire safety, growth and opportunities for community partnerships with public safety divisions.

Mayor Pfeiffer stated that she wants a work session on planning future growth. She said there was one in 2017, she would send her notes from that to the City Manager to review.

Commissioner Longworth said the Commissioners should submit input to the City Clerk. The Mayor and City Manager could then put something together for a future planning work session. Commissioner Longworth said he would still have his town hall meeting.

d. **Review proposed joint meeting dates for qualified boards and committees.**

Mayor Pfeiffer said in the past this was a time we came together to discuss what was going on with the boards, particularly the CRA. She said this is not a time for us to just attend their meeting. She said Commissioners do not have time available in their busy schedules to watch while boards conduct their meetings. She said it should be a think tank session of where we are, what we are doing and how we are working together. She declared the proposed dates be tentatively scheduled and recommended that the joint meeting with CRA be in the fall.

e. **Review City Commission Policies and Procedures**

Commissioner Longworth proposed establishing a policy relating to renaming of city facilities. After a brief discussion, this item was forwarded to the next meeting.

13. RESOLUTIONS

a. **RESOLUTION 24-4186-R – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA ENDORSING THE MEMBERSHIP APPORTIONMENT PLAN FOR THE POLK TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

Asst. City Attorney Cerullo read the resolution by title only:

"A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA ENDORSING THE MEMBERSHIP APPORTIONMENT PLAN FOR THE POLK TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE."

MOTION was made by Commissioner Longworth, seconded Commissioner Ball by to adopt Resolution No. 24-4186-R, a resolution of the City Commission of the City of Bartow, Florida endorsing the Membership Apportionment Plan for the Polk Transportation Planning Organization and authorizing the Mayor to execute an amended interlocal agreement; providing for an effective date.

Mayor Pfeiffer said the Polk Transportation Planning Organization needed two more seats on the board because of the growth in the eastern part of the County. Those seats are going to Haines City and Winter Haven. *(A copy of the presentation is attached therein and is described as Exhibit M).*

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Simpson, Tucker, Pfeiffer
NAY: None

Motion carried.

14. COMMISSIONER COMMENTS:

a. TANYA TUCKER

Commissioner Tucker had no further comments.

b. GARY BALL

Commissioner Ball had no further comments.

c. LAURA SIMPSON

Commissioner Simpson had no further comments.

d. LEO E. LONGWORTH

Commissioner Longworth had no further comments.

e. TRISH PFEIFFER

Mayor Pfeiffer shared a printed summary of the history of the Polk Regional Water Cooperative. She said this document tells us everything that is going on with Bartow and what Bartow's obligation is. She said during its meeting last

week the board members were told – growth has been happening so fast that we are not keeping up with new approvals and having to change potential locations for the property acquisition for the water transmission lines. She said that is referring to the southeast wellfield down by Frostproof. She said PRWC is trying to acquire easements for transmission lines for that area but because growth is happening so fast, it's causing obstacles and delays. The document was prepared by PRWC Attorney Eric DeHaven.

15. ADJOURNMENT

With no further business to discuss, Mayor Pfeiffer adjourned the meeting at 10:15 p.m.

Mayor Pfeiffer

ATTEST:

City Clerk Jacqueline Poole

(City Seal)

NOTICE OF INTENT TO AWARD

Date: May 13, 2024

Issued By: Danielle Rose, Purchasing Manager

Subject: RFP# 24-19, Red-Light Camera Traffic Enforcement System – Notice of Recommendation of Award

Notice is hereby given that the City of Bartow Evaluation Committee has completed its review of proposals received for the above-mentioned solicitation and will request the City of Bartow City Commission Board to authorize staff to enter into contract negotiations with the highest scored firm:

American Traffic Solution, Inc, d/b/a Verra Mobility
Mesa, AZ

The City of Bartow appreciates your response to this solicitation and encourages participation on future solicitations.

Any actual Proposer who is allegedly aggrieved in connection with the pending award may contact the Purchasing Manager. In accordance with the Procurement Procedures any person who wishes to file a protest may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their Notice of Intent to file a protest prior to Thursday, May 17, 2024, at 4:00 p.m. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the City of Bartow, FL shall constitute a waiver of your protest and any resulting claims. If you should have any questions, please do not hesitate to let me know.

Sincerely,

Danielle Rose

Danielle Rose, Purchasing Manager
City of Bartow – Purchasing Dept.
PO Box 567, Bartow, FL 33831
drose@cityofbartow.net

PROPOSAL FOR PROGRAM ENHANCEMENT & EXTENSION

City of Boynton Beach, Florida

Submitted by Verra Mobility

Executive Summary

Verra Mobility is pleased to present this proposal to the City of Boynton Beach to enhance and extend the existing Traffic Camera Safety Improvement Program.

This proposal reflects a collaborative effort to:

- Reduce program costs
- Expand enforcement capabilities
- Introduce new technologies

The terms outlined herein align with the option to piggyback on the Bartow contract and are structured to deliver both immediate financial benefits and long-term program value.

Commercial Enhancement: Monthly Approach Fee Reduction

Under the proposed amendment:

- **Current Fee:** $3,850 per approach/month
- **Proposed Fee: $3,300 per approach/month**

This reduced pricing:

- Applies to **all existing red-light camera approaches**
- Extends to **any future expansion locations**
- Represents a meaningful reduction in ongoing program costs while maintaining full-service delivery

As formalized in the amendment, this pricing adjustment is effective upon execution.

ALPR Integration (Flock/Axon Safety Partnership)

Integrated Value Model

The proposed $3,300 monthly fee includes ALPR (LPR) program support, creating a bundled solution that enhances enforcement and investigative capabilities.

Key components:

- Deployment of LPR camera (1 per operational red-light camera)

Monthly Credit Structure

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- The City will receive a monthly credit of $250 per approach
- Credit offsets the City's Flock/Axon fees

Deployment Flexibility

- LPR cameras **are not required to be co-located** with red-light systems
- The City may deploy units strategically anywhere within jurisdictional limits

Program Expansion Framework

The piggyback agreement provides the City with flexibility to expand services:

- Additional red-light camera installations may be requested at any time
- Deployment schedules are mutually agreed upon via Notice to Proceed (NTP)

Term Extension

- Proposed contract extension: Three (3) years with the option to renew for two (2) one (1) year extensions

Additional Program Benefits

- Fully integrated red-light + LPR ecosystem
- One vendor for both the red-light and school zone speed programs
- Scalable platform supporting future enforcement modalities
- Proven implementation and operational expertise

Summary

This proposal delivers a balanced approach of:

- **Reduced costs**
- **Expanded capabilities**
- **Operational flexibility**

Verra Mobility looks forward to continuing its partnership with the City of Boynton Beach and supporting the City's traffic safety objectives.

Respectfully,

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Edward Tiedje
Vice President Government Solutions

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DISCLOSURES FOR VERRA MOBILITY

Photo Enforcement Services Agreement (Safety Camera Systems)

Piggyback of City of Bartow, Florida Agreement

The agreement is a piggyback agreement. Non-standard business and legal terms are disclosed below. By approving this agreement, you are accepting these terms on behalf of the City.

Section	Disclosure
Indemnification (Sec. 9.1-9.2)	The agreement includes mutual indemnification obligations. Verra Mobility agrees to indemnify the City for losses arising from Verra Mobility's gross negligence, willful misconduct, or material breach resulting in death, bodily injury, or property damage, but excludes losses caused by the City's negligence or arising from the City's use of Enhanced Video or ALPR services. The City is required to indemnify Verra Mobility for losses arising from the City's gross negligence, willful misconduct, or material breach. Upon termination, the City must also indemnify Verra Mobility for any claims related to the Photo Enforcement Infrastructure. Note: Section 9.1 includes a savings clause referencing sovereign immunity under F.S. 768.28; however, the scope of City indemnification obligations is broader than typical City agreements.
Fee Increases (Sec. 5.4)	Fees are fixed for the initial 3-year term. For any renewal term, unit prices will increase annually based on the Consumer Price Index for All Urban Consumers (CPI-U), U.S. average, Services category, as published by the Bureau of Labor Statistics. All CPI increases must be reviewed and approved by the City at least 60 days prior to the start of the renewal term. Additionally, if a change in or adoption of a new law (other than a local law) increases Verra Mobility's costs, Verra Mobility may propose a fee increase; if the parties cannot agree, Verra Mobility may terminate the Agreement. If a change in the Customer's local law increases costs, Verra Mobility may unilaterally impose a fee increase consistent with its increased operating costs, and the City is obligated to pay.
Confidentiality (Sec. 7)	Information provided by Verra Mobility is not confidential unless specifically designated in writing as proprietary or confidential. If so designated, the City must treat such information with the same degree of care it applies to its own confidential information, and may use it only in connection with this Agreement. If the City receives a legal obligation to disclose Verra Mobility Confidential Information (e.g., public records request), the City must promptly notify Verra Mobility, cooperate with Verra Mobility's efforts to obtain protective treatment, allow Verra Mobility to review the information prior to disclosure, and permit Verra Mobility to participate in any related proceeding. The provision purports to impose these obligations notwithstanding Florida Chapter 119 public records law, though it includes a saving clause acknowledging public records requirements.
Proprietary Rights (Sec. 8)	Verra Mobility retains all ownership rights in the Back-Office System (BOS) and Camera Systems, including all modifications, configurations, and enhancements, even those made at the City's request, none will be treated as Work for Hire. The City receives only a non-exclusive, non-transferable, revocable license to use the BOS during the term. Upon termination, the City takes ownership of the Photo Enforcement Infrastructure (physical structures). Verra Mobility also retains ownership of all metadata, business intelligence, and analytics derived from the Camera Systems and BOS, including the right to use non-personalized, aggregated data for its own internal business purposes. The City grants Verra Mobility a license to use Customer Content to create public safety campaign materials and to provide services.
Limitation of Liability (Sec. 9.4)	Verra Mobility's total liability under this Agreement is capped at the greater of $1,000,000 or the prior 12 months of fees paid by the City. Neither party is liable to the other for any indirect, incidental, special, or consequential damages, or lost profits, lost

Section	Disclosure
	fines, or lost data, regardless of theory of liability. This mutual exclusion of consequential damages means the City cannot recover lost fine revenue, lost data, or other indirect damages even in the event of Verra Mobility's breach.
Limited Warranty (Sec. 11)	Verra Mobility expressly disclaims all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose, with respect to the Camera Systems, the BOS, related equipment or software, and program results. The City acknowledges that systems may malfunction or not operate as anticipated. Verra Mobility's only warranty obligation is to diligently endeavor to correct any malfunction in a timely manner. This disclaimer is a vendor-favorable, minimal warranty position.
Dispute Resolution (Sec. 13)	All disputes must first be submitted to good-faith negotiation between senior management for 30 days. If unresolved, the parties must participate in professionally-assisted, confidential mediation with a mutually acceptable mediator; costs are shared equally. The contract does not provide for binding arbitration and does not waive judicial remedies following mediation. Venue is exclusively in Polk County under Florida law (Sec. 12). The City's Piggyback Agreement modifies venue to be in Palm Beach County.
Termination and Early Termination Penalties (Sec. 15)	The Agreement may be terminated by: (1) mutual written consent; (2) either party for material breach upon 45 days' written notice and failure to cure (non-payment terminates after 60 days' delinquency following written notice). If the City terminates for convenience or Verra Mobility terminates for the City's material breach, the City must pay an early termination fee of $37,000 per Red Light Safety Camera System, amortized over 60 months on a straight-line basis. Camera Systems authorized via Notice to Proceed are expected to remain installed for the full term; early removal triggers the same termination fee plus any applicable restocking or standby fees. Upon termination, Verra Mobility will continue processing pipeline Events for 90 days at the monthly per-camera fee. The City should carefully assess the number of cameras authorized before execution, as the early termination exposure scales directly with camera count. We added the following provision to the Piggyback Agreement: Termination for Change in Law or Legal Prohibition: The City may terminate the Agreement immediately upon written notice, without payment of any early termination fee, if: (i) a final, non-appealable court ruling declares red light camera systems or any services under the Agreement to be unconstitutional or otherwise unlawful; (ii) any applicable federal, state, or local law, regulation, or ordinance is enacted or amended in a manner that prohibits or materially restricts the City's ability to use the services for their intended purpose; or (iii) any governmental authority with jurisdiction over the City issues a binding directive, order, or determination that continued operation would violate applicable law. In the event of such termination, Verra Mobility shall refund to the City a pro-rata portion of any prepaid fees attributable to the period following the effective date of termination. This section expressly controls over any conflicting early termination fee provision in the Agreement.
Limited Agency (Sec. 16)	The City expressly grants Verra Mobility authority to act as its limited agent, and must cause the applicable law enforcement agency to grant the same, for the purposes of: (i) facilitating bank account establishment and payment/transfer instructions; (ii) accessing DMV records; and (iii) generating and administratively processing recorded images. Verra Mobility personnel are not employees or general agents of the City. Commission approval of this limited agency grant is advisable, given the scope, particularly with respect to DMV record access and payment facilitation on behalf of the City.

Section	Disclosure
Data Retention (Sec. 18 and Exhibit E)	Verra Mobility will maintain categories of data (including Violation Images, Non-Violation Images, and Individually Identifiable records) for minimum retention periods required by applicable law. Within 120 days after termination (or end of wind-down), Verra Mobility will either (i) transfer data to a secured SFTP location or (ii) provide a hard drive. The City has 90 days to retrieve and validate data; after that, Verra Mobility deletes all data and has no further retention obligations. DMV data may require the City to enter into separate licensing agreements with DMV data source providers to maintain access post-termination.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Commission Meeting Minutes.

Requested Action: Approve minutes from the March 3 and March 23, 2026, City Commission Meetings.

Explanation of Request: The City Commission met on March 3, 2026, and March 23, 2026, and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved, and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services? A record of the actions taken by the City Commission will be maintained as a permanent record.

Account Line Item and Description: N/A

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

Attachments:
March 3, 2026 City Commission Minuates.docx
March 23, 2026 Commission Meeting Minutes.docx

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, March 3, 2026, at 6:00 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Daniel Dugger City Manager
Andrew Mack, Deputy City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, Interim City Clerk

1. **Openings**

A. Call to Order - Mayor Rebecca Shelton

Mayor Shelton called the meeting to order at 6:00 P.M.

Roll Call

Interim City Clerk Tammy Stanzione called the roll.

Invocation by Pastor Bob Bender, Christ Fellowship Church.

Pastor Bender provided the Invocation.

Pledge of Allegiance to the Flag led by Commissioner Angela Cruz.

The Pledge of Allegiance was led by Commissioner Cruz.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Turkin requested that a discussion regarding the Police Department, including budgeting, organization, and public safety concerns, be added after Public Audience.

Vice Mayor Hay requested that a proclamation for Women's History Month be added as Item 2B.

2. Adoption

Motion:

Vice Mayor Hay moved to approve the agenda, as amended. Commissioner Kelley seconded the motion. The motion passed unanimously.

2. **Other**

A. Information Items by members of the City Commission.

Vice Mayor Hay reported that he attended the Mayor's Breakfast in West Palm Beach, where he participated on a panel representing the City. He also shared that he attended the Firemen's Award Ceremony and the monthly community meeting at the Carolyn Sims Center.

B. Women's History Month Proclamation

Vice Mayor Hay recognized Women's History Month and spoke about the contributions that women have made nationally and within Boynton Beach through leadership in government, business, education, public safety, nonprofit service, faith communities, and neighborhood advocacy. Vice Mayor Hay then read the proclamation into the record proclaiming March 2026 as Women's History Month in the City of Boynton Beach.

Following the proclamation, Mayor Shelton thanked Vice Mayor Hay for the recognition and reflected on the significance of serving alongside Commissioner Cruz and Commissioner Kelley.

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

A. City Announcements.

- Tuesday, March 10, 2026- Election Day for three Referendum Questions, for the entire City of Boynton Beach. Residents are to vote at their precincts.

Interim City Clerk Stanzione announced that the City Election would be held on Tuesday, March 10, 2026, from 7:00 A.M. to 7:00 P.M. She explained that although the candidates ran unopposed, voters would cast ballots on three referendum questions. Deputy City Clerk Stanzione directed residents to the City's website and the Palm Beach County Supervisor of Elections for additional information regarding voter registration status, polling locations, and eligibility.

4. **Public Audience**

Jerry Taylor, 2382 Congress Boulevard, thanked Vice Mayor Hay for service to the City and said that Vice Mayor Hay consistently kept the interests of District 2 and the City in mind. Mr. Taylor wished Vice Mayor Hay well.

Trey Heldorfer, a resident of Southwest 2nd Avenue, spoke about robberies, shootings, and ongoing safety concerns in the Forest Park neighborhood. Mr. Heldorfer asked for measurable plans, goals, and timelines to address crime, code enforcement, and neighborhood conditions.

Cindy Falco DiCorrado expressed concern that the area near City Hall felt increasingly unsafe due to frequent police activity. Ms. Falco DiCorrado also said that the east side entry

should reflect a more distinctive and attractive character for Boynton Beach and raised concerns regarding nearby lighting and construction impacts.

Michael Corcoran spoke regarding the proposed e-bike ordinance and said that he rides an e-bike and scooter on sidewalks because the roads feel unsafe. He asked the City Commission to reconsider any prohibition against sidewalk riding.

David Katz read from a news article regarding the federal court ruling in favor of the City in litigation filed by former Human Resources Director Tennille DeCoste. Mr. Katz expressed hope that the City would seek attorneys' fees.

Robert Breen addressed recent crime in the neighborhood and described repeated break-in attempts and fear among residents. He asked what steps would be taken to protect residents as development continues and said that the Police Department should have the resources necessary to respond effectively.

Charles Hunt argued that the City should not prohibit residents from parking in their yards.

Liz White and Kim Rogers, speaking on behalf of Save Los Mangos, said that their community supported the upcoming charter referendum language regarding health, welfare, safety, and responsive government. They also raised concerns regarding the February 4 groundbreaking event near Los Mangos and requested a meeting with the City Commission.

Mack McCray commented on the concerns voiced by Forest Park residents and said that Police Department leadership should be present when residents raise public safety issues.

There were no online public comments.

Mayor Shelton closed Public Audience.

Discussion Added by Commissioner Turkin - Police Department Administrative Review

Commissioner Turkin said that the public comments regarding crime in Forest Park were troubling and warranted a serious response. He requested a comprehensive administrative review of the Police Department to determine whether visible patrol presence could be increased and whether staffing and resources were being used as effectively as possible. Commissioner Turkin clarified that the request was not intended as criticism of patrol officers, but reflected concerns regarding patrol activity, command structure, compensation, and overall public safety outcomes.

Mayor Shelton agreed that the discussion was necessary and said that residents have raised safety concerns for years. She noted reports of suspicious activity and questioned whether patrols were occurring at the most effective times.

Vice Mayor Hay agreed that increased patrolling would be beneficial and said that the City should work collaboratively with residents and staff to identify practical ways to improve service and public trust.

Mayor Shelton also expressed concern regarding response times in Forest Park.

Commissioner Kelley supported the review and said that crime is a citywide issue. She noted that officers must have adequate support, staffing, and recovery time for operations to be effective.

Commissioner Cruz said that the City Commission had invested heavily in public safety and that residents deserve to see results. She supported reviewing whether staffing or organizational changes could place more officers in the field.

City Manager Dugger acknowledged the concerns raised by residents, apologized to the affected residents, and said that he would meet with public safety staff and administration and return with recommendations for visible and meaningful improvements in the community.

5. **Administrative**

A. Advisory Board Appointments (Senior Advisory Board Appointment by Commissioner Cruz tabled at the February 17, 2026, Commission Meeting)
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Motion:

Commissioner Cruz moved to remove the item from the table. Vice Mayor Hay seconded the motion. In a voice vote, the motion passed unanimously.

Motion:

Commissioner Cruz moved to appoint William Perkins as a regular member of the Senior Advisory Board. Vice Mayor Hay seconded the motion. In a voice vote, the motion passed unanimously.

Mayor Shelton encouraged residents to apply for vacancies on the Art Advisory Board, Building Board of Adjustments and Appeals, Education and Youth Advisory Board, Historic Resources Preservation Board, Library Advisory Board, and Senior Advisory Board.

6. **Consent Agenda**

A. Commission Meeting Minutes.
Approve minutes from the February 3, 2026 City Commission Meeting.

Motion:

Commissioner Turkin moved to approve the Consent Agenda. Vice Mayor Hay seconded the motion. In a voice vote, the motion passed unanimously.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-031- Approve Amendment No. 1 to Task Order No. GESUT-3C-03-25 with Carollo Engineers, Inc. in the amount of $100,000 for a new total amount of $500,000 for professional engineering services required for the Wastewater and Potable Water Models Update and Calibration Project.
Staff recommends approval of Proposed Resolution No. R26-031.

B. Proposed Resolution No. R26-032- Approving a Piggyback Agreement between the City and Herc Rentals, Inc. for Rental Equipment, Products, and Related Services in an amount not to exceed $150,000 per year.
Staff recommends approval of Proposed Resolution No. R26-032.

C. Proposed Resolution No. R26-033- Approve increasing the annual expenditure of the Advanced Metering Infrastructure Agreement between the City and Sensus USA, Inc. for meter replacement, parts, and services to $4,000,000 per year, and approve the second amendment to the agreement, in form and substance approved by the Utilities director and the City Attorney's office.
Staff recommends approval of Proposed Resolution No. R26-033.

D. Proposed Resolution No. R26-034- Ratifying the approval of Change Order No. 2 and No. 3 to the Professional Service Agreement with Koa Hills Consulting LLC, and approving the expenditure increase in an amount not to exceed $275,000, for data cleansing and validation services, and authorizing the City Manager to execute all future necessary documents.

Deputy City Manager Mack requested to table Item 7D to March 23, 2026.

Motion:

Commissioner Kelley moved to table Item 7D to March 23, 2026. Commissioner Cruz seconded the motion. In a voice vote, the motion passed unanimously.

Motion:

Commissioner Kelley moved to approve the remainder of the Consent Bids and Purchases. Vice Mayor Hay seconded the motion. In a voice vote, the motion passed unanimously.

8. **Public Hearing**

A. Proposed Ordinance No. 26-004- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 2, Article I, Section 2 "Types of Land Development Applications;" and Chapter 2, Article II, Section 4.B "Community Design Appeal" to add an administrative approval process; providing for codification; conflicts; severability; and an effective date.
Staff recommends approval of Proposed Ordinance No. 26-004, at second reading.

B. Proposed Ordinance No. 26-006- First Reading- Approve the Sara Sims Memorial Cemetery Future Land Use Map Amendment request from MeDR (Medium Density Residential) to PPGI (Public & Private Government/Institutional) consisting of approximately 0.94 acres, located at 201 Northwest 9th Court. Applicant: City of Boynton Beach.
Staff recommends approval of Proposed Ordinance No. 26-006, at first reading.

C. Proposed Ordinance No. 26-007- First Reading - Approve the Sara Sims Memorial Cemetery rezoning request from R2 (Single- and Two- Family Residential) to PU (Public Usage District) consisting of approximately 0.94 acres, located at 201 Northwest 9th Court. Applicant: City of Boynton Beach.
Staff recommends approval of Proposed Ordinance No. 26-007, at first reading.

D. Approve request for a Variance from Part III, Chapter 4, Article II, Section 4.B.3.c.(2) Table 4-4 "Urban Landscape Buffer" to remove the requirement of a 6-foot concrete wall within a required buffer, on a property located at 201 Northwest 9th Court, in a PU (Public Utility) zoning district. Applicant: City of Boynton Beach.
Staff recommends that the approval be tabled until the second reading of the companion Sara Sims Memorial Cemetery Future Land Use Map Amendment and Rezoning Ordinance.

E. Approve request for a Major Site Plan Modification (MSPM 2025.10.6783) to the Sara Sims Memorial Cemetery project to allow for the proposed cemetery expansion and site improvements, on a 2.76-acre parcel, located at 201 Northwest 9th Court, in the PU (Public Usage) zoning district. Applicant: City of Boynton Beach.
Staff recommends that the decision be tabled until the second reading of the companion Sara Sims Memorial Cemetery Future Land Use Map Amendment and Rezoning Ordinance.

F. Proposed Ordinance No. 26-001- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.91 Acres of Unincorporated Territory Into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of

the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 26-001, at first reading.

G. Proposed Ordinance No. 26-008- First Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.91-acre parcel of real property generally located at 3045 North Federal Highway, by changing the future land use classification from Palm Beach County Future Land Use designation of Commercial High with an underlying MR-5 (CH/5) to Special High Density Residential (SHDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 26-008, at first reading.

H. Proposed Ordinance No. 26-009- First Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 02-013 to rezone an approximately 0.91 acre parcel of real property located at 3045 North Federal Highway, from Palm Beach County's General Commercial District (GC) to City of Boynton Beach's Infill Planned Unit Development (IPUD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 26-009, at first reading.

I. Approve request for a New Major Master Plan for The Hammocks at Boynton Beach project to allow for the construction of two (2) duplexes and one (1) 6-plex, outdoor kitchen, pool, cabana, and other site improvements, on a 0.91 acre parcel, located at 3045 North Federal Highway, in the IPUD (Infill Planned Unit Development) zoning district. Applicant: Thomas D. Laudani.
Staff recommends that the decision be tabled for the second reading of the companion The Hammocks at Boynton Beach Annexation, Future Land Use Map Amendment, and Rezoning Ordinance.

J. Approve request for a New Major Site Plan for The Hammocks at Boynton Beach project to allow for the construction of two (2) duplexes and one (1) 6-plex, outdoor kitchen, pool, cabana, and other site improvements, on a 0.91 acre parcel, located at 3045 North Federal Highway, in the IPUD (Infill Planned Unit Development) zoning district. Applicant: Thomas D. Laudani.
Staff recommends that the decision be tabled for the second reading of the companion The Hammocks at Boynton Beach Annexation, Future Land Use Map Amendment, and Rezoning Ordinance.

Mayor Shelton noted that staff requested Items D, E, I, and J be tabled.

Motion:

Commissioner Kelley moved to table Items D, E, I, and J be tabled. Commissioner Turkin seconded the motion. In a voice vote, the motion passed unanimously.

A. Proposed Ordinance No. 26-004- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 2, Article I, Section 2 "Types of Land Development Applications;" and Chapter 2, Article II, Section 4.B "Community Design Appeal" to add an administrative approval process; providing for codification; conflicts; severability; and an effective date.
Staff recommends approval of Proposed Ordinance No. 26-004, at second reading.

Interim City Clerk Stanzione read the ordinance title into the record.

Staff confirmed there were no changes.

Mayor Shelton opened public comment. No one came forth to speak. No virtual comments. Mayor Shelton closed public comment.

Motion:

Vice Mayor Hay moved to approve Ordinance No. 26-004 on second reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed 4-1, with Commissioner Cruz dissenting.

B. Proposed Ordinance No. 26-006- First Reading- Approve the Sara Sims Memorial Cemetery Future Land Use Map Amendment request from MeDR (Medium Density Residential) to PPGI (Public & Private Government/Institutional) consisting of approximately 0.94 acres, located at 201 Northwest 9th Court. Applicant: City of Boynton Beach.
Staff recommends approval of Proposed Ordinance No. 26-006, at first reading.

C. Proposed Ordinance No. 26-007- First Reading - Approve the Sara Sims Memorial Cemetery rezoning request from R2 (Single- and Two- Family Residential) to PU (Public Usage District) consisting of approximately 0.94 acres, located at 201 Northwest 9th Court. Applicant: City of Boynton Beach.
Staff recommends approval of Proposed Ordinance No. 26-007, at first reading.

Mayor Shelton stated that Items B & C were quasi-judicial and would be presented together.

Interim City Clerk Stanzione swore those in intending to speak on the Items B & C and read the ordinance titles into the record.

City Attorney Lamb asked for Items D & E to also be read into the record even though they were tabled and no voting on those items would occur. She also asked for City Commission disclosures on Item C.

D. Approve request for a Variance from Part III, Chapter 4, Article II, Section 4.B.3.c.(2) Table 4-4 "Urban Landscape Buffer" to remove the requirement of a 6-foot concrete wall within a required buffer, on a property located at 201 Northwest 9th Court, in a PU (Public Utility) zoning district. Applicant: City of Boynton Beach.
Staff recommends that the approval be tabled until the second reading of the companion Sara Sims Memorial Cemetery Future Land Use Map Amendment and Rezoning Ordinance.

E. Approve request for a Major Site Plan Modification (MSPM 2025.10.6783) to the Sara Sims Memorial Cemetery project to allow for the proposed cemetery expansion and site improvements, on a 2.76-acre parcel, located at 201 Northwest 9th Court, in the PU (Public Usage) zoning district. Applicant: City of Boynton Beach.
Staff recommends that the decision be tabled until the second reading of the companion Sara Sims Memorial Cemetery Future Land Use Map Amendment and Rezoning Ordinance.

Interim City Clerk Stanzione read the ordinance titles of Items D & E into the record.

Commissioner Turkin said regarding Item 8C that had no disclosures.

Commissioner Kelley said regarding Item 8C that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner Cruz said regarding Item 8C that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Hay said regarding Item 8C that he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Mayor Shelton said regarding Item 8C that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made

a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Public Works Director Kevin Ramsey presented the following: A Place of Memory & Community; Cemetery Site; Renovation & Expansion Plan; and Sara Sims Cemetery – Site Map.

Vice Mayor Hay asked how long the expansion would last and what future locations were being considered. Mr. Ramsey said that staff was evaluating additional options, including Barton Park, which could include up to 800 more plots.

Principal Planner Gabe Sevigny then reviewed the following: Location Map; Proposed Amendments FLUM and Rezoning; Future Land Use Map; Rezoning Map; Variance Request; Major Site Plan Modification; and Recommendation.

Commissioner Turkin thanked Planning and Zoning for their hard work.

Mayor Shelton opened public comment.

Mack McCray Mr. asked for clarification regarding the number of available plots and whether the total cemetery capacity would be approximately 1,700 plots after the expansion. Mr. McCray said that the City appeared to be in good shape for the near term, but urged continued planning for additional cemetery space before capacity becomes limited.

Mayor Shelton closed public comment.

Motion:

Vice Mayor Hay moved to approve Proposed Ordinance No. 26-006 on First Reading. Vice Commissioner Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner Turkin moved to approve Proposed Ordinance No. 26-007 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

F. Proposed Ordinance No. 26-001- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.91 Acres of Unincorporated Territory Into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

Staff recommends approval of Proposed Ordinance No. 26-001, at first reading.

G. Proposed Ordinance No. 26-008- First Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.91-acre parcel of real property generally located at 3045 North Federal Highway, by changing the future land use classification from Palm Beach County Future Land Use designation of Commercial High with an underlying MR-5 (CH/5) to Special High Density Residential (SHDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 26-008, at first reading.

H. Proposed Ordinance No. 26-009- First Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 02-013 to rezone an approximately 0.91 acre parcel of real property located at 3045 North Federal Highway, from Palm Beach County's General Commercial District (GC) to City of Boynton Beach's Infill Planned Unit Development (IPUD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 26-009, at first reading.

I. Approve request for a New Major Master Plan for The Hammocks at Boynton Beach project to allow for the construction of two (2) duplexes and one (1) 6-plex, outdoor kitchen, pool, cabana, and other site improvements, on a 0.91 acre parcel, located at 3045 North Federal Highway, in the IPUD (Infill Planned Unit Development) zoning district. Applicant: Thomas D. Laudani.
Staff recommends that the decision be tabled for the second reading of the companion The Hammocks at Boynton Beach Annexation, Future Land Use Map Amendment, and Rezoning Ordinance.

J. Approve request for a New Major Site Plan for The Hammocks at Boynton Beach project to allow for the construction of two (2) duplexes and one (1) 6-plex, outdoor kitchen, pool, cabana, and other site improvements, on a 0.91 acre parcel, located at 3045 North Federal Highway, in the IPUD (Infill Planned Unit Development) zoning district. Applicant: Thomas D. Laudani.
Staff recommends that the decision be tabled for the second reading of the companion The Hammocks at Boynton Beach Annexation, Future Land Use Map Amendment, and Rezoning Ordinance.

Interim City Clerk Stanzione read the ordinance titles of Items F, G, H, I, and J into the record.

City Attorney Lamb asked for disclosures for Item 8H.

Commissioner Cruz said regarding Item 8H that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Hay said regarding Item 8H that he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Turkin stated that he had no disclosures.

Commissioner Kelley said regarding Item 8H that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Mayor Shelton said regarding Item 8H that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Interim City Clerk Stanzione swore in those intending to speak on the Item 8H.

Mr. Jeff Costello, JC Planning Solutions, on behalf of the applicant, presented the following: The Hammock of Boynton Beach; Site Plan; Renderings; Future Land Use Map Amendment; Rezoning; and Criteria for Future Land Use Map Amendment and Rezone.

Commissioner Cruz asked if there were fee-simple and Mr. Costello affirmed.

Staff noted their presentation was similar to the applicant’s presentation.

Commissioner Turkin said that Commissioner Cruz had previously raised concerns regarding the rezoning and asked staff to clarify for the record that the request would not create the potential for an assemblage or allow a different type of project.

Development Director Amanda Radigan clarified that the property was being rezoned to IPUD, a residential zoning district, which would not allow a hotel use. She also explained that the property had different ownership from the Josie’s site, was separated by another parcel, and was consistent with the adjacent residential IPUD zoning to the north.

Mayor Shelton opened public comment. No one came forth to speak. No virtual comment. Mayor Shelton closed public comment.

Motion:

Commissioner Turkin moved to approve Proposed Ordinance No. 26-001 on first reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner Kelley moved to approve Proposed Ordinance No. 26-008 on first reading. Commissioner Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Proposed Ordinance No. 26-009 on first reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed unanimously.

9. **City Manager's Report**

There was no City Manager's Report.

10. **Regular Agenda**

A. Update on combining City properties together to create senior affordable housing. Requested by Vice Mayor Hay.

Deputy City Manager Mack presented the following: Project Overview; Property Portfolio; Development Program; Strategic Advantages; Developer Engagement; Financial Framework; Recommended Next Steps; and Questions.

Vice Mayor Hay thanked staff for bringing the item forward and said that he hoped the project would continue to move ahead.

Mayor Shelton said that the concept would provide an important benefit for senior residents.

Commissioner Kelley also expressed support and said that it was encouraging to see the project progressing.

11. **Future Agenda Items**

A. Quarterly joint City/CRA coordination meeting - **April 14, 2026, prior to the regular CRA Meeting.**
Requested by City Commission and CRA Board.

B. Discussion regarding creating a beautification board. **- TBD** Requested by Commissioner Turkin.

C. Discussion in regards to an additional area that might be available as a future cemetery.**- TBD**
Requested by Vice Mayor Hay.

D. Discussion on the formation of a Task Force for updates to the Land Development Regulations. -**TBD**
Requested by Commissioner Turkin.

E. Discussion regarding property taxes, at a macro level. **- TBD** Requested by Commissioner Turkin.

F. Discussion regarding Little Free Libraries and Little Free Pantries on private property.- **This item was tabled at the January 20, 2026 City Commission Meeting. - TBD**
Discussion and seek City Commission direction regarding Little Free Libraries and Little Free Pantries on private property.

12. **Adjournment**

Vice Mayor Hay reflected on more than 30 years of service to the City through the City Commission, Planning and Development Board, and Housing Authority, and said that it had been a pleasure to serve. Vice Mayor Hay added that he would remain involved and continue offering input to the City in the future.

Motion:

Commissioner Turkin moved to adjourn. Commissioner Kelley seconded the motion. In a voice vote, the motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 7:35 P.M.

CITY OF BOYNTON BEACH
ATTEST:

_____
Tammy Stanzione, CMC
Interim City Clerk

City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Monday, March 23, 2026, at 6:00 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Daniel Dugger City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, Interim City Clerk

1. **Openings**

A. Call to Order - Mayor Rebecca Shelton

Mayor Shelton called the meeting to order at 6:02 P.M.

Roll Call

Interim City Clerk Tammy Stanzione called the roll.

Invocation by Vice Mayor Woodrow Hay.

Vice Mayor Hay provided the Invocation.

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin.

The Pledge of Allegiance was led by Commissioner Turkin.

Swearing in of Mack McCray Commissioner District II, by Tammy Stanzione, Interim City Clerk.

Following Agenda Item 3C, Interim City Clerk Stanzione swore in Commissioner Mack McCray. Commissioner McCray provided incoming remarks.

Vice Mayor Hay departed the dais at approximately 6:46 PM and Commissioner McCray joined the dais.

Swearing in of Incumbent Aimee Kelley, as Commissioner District IV, by The Honorable Caryn Siperstein.

The Honorable Caryn Siperstein swore in Commissioner Kelley. Commissioner Kelley

provided brief remarks.

Present Plaque to Woodrow Hay.

Commissioner McCray read and presented a Proclamation of appreciation to former Vice Mayor Hay.

Former Vice Mayor Hay provided outgoing remarks.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Turkin requested to move up the proclamations and present both plaques at the same time. He also requested time for Commissioners to make comments regarding Vice Mayor Hay's service and Commissioner Kelley and Commissioner McCray.

2. Adoption

Motion:

Commissioner Kelley moved to approve the agenda, as amended. Vice Mayor Hay seconded the motion. In a voice vote, the motion passed unanimously.

2. **Other**

A. Information Items by members of the City Commission.

Commissioner Cruz thanked the Boynton Beach Police Chief and staff for attending the Leisureville town hall meeting on crime prevention and public safety efforts. She stated that the meeting had been important to the neighborhood and expressed appreciation for staff participation.

Mayor Shelton stated that residents had noticed the difference and expressed appreciation for the response efforts form the Fire and Police Departments.

Mayor Shelton noted that Mr. Hay had not yet received a plaque from the City Commission and asked him to come forward to receive it.

City Manager Dugger and Mayor Shelton presented a plaque of recognition for years of dedicated service to the City.

Commissioner Kelley acknowledged the Fire Department and Police Department following the critical incident earlier in the day. She stated that both departments trained extensively for emergencies and responded quickly when the tragedy occurred. Commissioner Kelley asked for prayers for the affected families.

Commissioner Turkin congratulated Commissioner McCray and Commissioner Kelley on returning to office uncontested and thanked Vice Mayor Hay for service to the City. Commissioner Turkin also thanked staff for the successful Boots and Barbecue First Friday event, Dr. Kalkat and Utilities staff for addressing Chapel Hill concerns, and Chief DiGiulio for increased patrols and action in Forest Park. He further thanked residents for supporting the referendums, reported on a discussion with the Florida Chief Financial Officer regarding upcoming municipal budget review exercises, and requested that staff provide a cost comparison of in-house and outsourced legal work.

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

A. Proclamation- Florida Bicycle Month

Commissioner Kelley read the proclamation into the record. The proclamation was accepted by Brian Rishcher, Palm Beach MPO Deputy Director of Multimodal, who provided brief remarks.

B. Proclamation- National Procurement Month

Mayor Shelton read the proclamation into the record. The proclamation was accepted by the Procurement Services Team. Additionally, the President of the Southeast Chapter of NIGP presented the Procurement Manager of the Year award to Andrew Rozwadowski.

C. Proclamation- Greater Saint Paul African Methodist Episcopal Church

Vice Mayor Hay read the proclamation into the record. The proclamation was accepted by members of the Greater Saint Paul African Methodist Episcopal Church, who provided brief remarks.

D. City Announcements

- Egg-stravaganza - Saturday, April 4 at 10 am at Ezell Hester Jr. Community Center
- Monday, April 6, 2026- Sixth annual Art & Autism Expo, Arts and Cultural Center, 125 E. Ocean Ave. 5:00 P.M. to 7:00 P.M.
- Recognition of Barrier Free 5K and Magic Wheels and Special Deals Partners
- Boynton Beach Economic Development Department
- Launch of Federally Funded Small Businesses Grant New EDGE Workforce Training Excel Cohort

Todd Johnson, Recreation Supervisor, announced that the Egg-stravaganza would be held Saturday, April 4, 2026, from 10:00 a.m. to 2:00 p.m. at the Ezell Hester Jr. Community Center. Mr. Johnson stated that the free event would include family activities, shuttle service, and sponsorship support from ABA Centers of Florida.

Stephanie Soplop, Compliance Coordinator, announced that the sixth annual Art and Autism Expo reception would be held Monday, April 6, 2026, from 5:00 P.M. to 7:00 P.M. at the Arts and Cultural Center, 125 E. Ocean Avenue. Ms. Soplop stated that the exhibit would feature artwork throughout April and a reception with performances, treats, candle making, and participating artists.

Stephanie Soplop, Compliance Coordinator, recognized partners from the Magic Wheels and Special Deals event and the Barrier Free 5K. Ms. Soplop thanked Little Wolf Carpentry, the Greater Boynton Beach Foundation, Hunters Run, and Broward, Palm Beaches and St. Lucie Realtors for supporting the February events.
Gigi Chazu, Economic Development Director, announced the federally funded small business grant program and the new EDGE workforce training cohort. Ms. Chazu stated that the grant program would provide up to $25,000 to eligible businesses and that the free training program would offer certificates and laptop access for eligible participants.

4. **Public Audience**

Commissioner McCray stated that when a resident raised a complaint or concern and City staff responded, the response should be documented in writing and provided to the City Commission. He said that written follow-up would improve accountability and help prevent residents from having to repeat the same concerns.

Susan Oyer, Boynton Beach, congratulated the newly elected Commissioners, congratulated Commissioner Turkin on the marriage, and thanked former Vice Mayor Hay for years of service. Ms. Oyer urged the City Commission to vote no on Ordinance 26-011, raised concerns regarding efforts to remove historic resources and designated buildings, and asked the City Commission to investigate whether staff had failed to carry out directives of the Historic Resources Preservation Board.

Rick Maharaj, Founder, President, and CEO of the Boynton Beach Chamber of Industry and Commerce, 1375 Gateway Boulevard, congratulated Commissioner Kelley and Commissioner McCray and stated that the Chamber looked forward to partnering with the City Commission to support the business community, strengthen government relationships, and promote economic growth.

Pastor Richard Dames, Boynton Beach, thanked former Vice Mayor Hay for service to the City and congratulated Commissioner Kelley and Commissioner McCray. He urged the City Commission to keep residents informed and stated that District 2 residents would hold elected officials accountable. Pastor Dames also congratulated Monique Lewis on her retirement and thanked her for 28 years of service to the City.

Harry Woodworth, Boynton Beach, thanked former Vice Mayor Hay for public service and welcomed Commissioner Kelley and Commissioner McCray back to office. Mr. Woodworth raised concerns regarding Consent Agenda Item G, involving a surveillance system

purchase exceeding $7 million, and urged the City Commission to publicly discuss privacy protections, database access, constitutional issues, and system oversight before approval.

Ray Whitely spoke in recognition of former Vice Mayor Hay, Commissioner McCray, and Monique Lewis. He thanked former Vice Mayor Hay for service, encouraged Commissioner McCray to lead with presence and accountability, and thanked Monique Lewis for years of service and dedication to the City.

Cindy Falco DiCorrado spoke regarding constitutional rights, government overreach, private property rights, and limits on government authority. She stated that residents should know and defend their constitutional rights, raised concerns regarding surveillance and privacy, and congratulated Commissioner Turkin, Commissioner Kelley, and Commissioner McCray.

Kathleen Hawkins, Boynton Beach, echoed prior comments honoring former Vice Mayor Hay and Commissioner McCray and thanked Monique Lewis for service. Ms. Hawkins stated that Monique Lewis also served in the Army and had sacrificed family time during 28 years of service to the City.

Stacey Dowdle, advisor to the Greater Boynton Beach Foundation, congratulated the new Commissioners and thanked the City for years of partnership. Ms. Dowdle also stated that the Foundation remained committed to preserving Boynton Beach history and congratulated former Vice Mayor Hay on retirement.

Teresa Everett, former Boynton Beach Police sergeant, congratulated Monique Lewis on retirement and praised Monique Lewis for knowledge, leadership, and service in the City's communications center. Ms. Everett stated that Monique Lewis had been instrumental in training staff, improving operations, and serving Boynton Beach over 28 years.

Carol Porter, Stonehaven resident, congratulated the Commissioners and asked the City to expand community education efforts regarding senior fraud, stating that she had been a victim of senior fraud.

There were no online public comments.

Mayor Shelton closed Public Audience.

5. **Administrative**

A. Nominate a Vice Mayor to serve until March 2027.

Motion:

Commissioner McCray nominated Commissioner Turkin for Vice Mayor. Commissioner Kelley seconded the motion. In a voice vote, the motion passed unanimously.

B. Community Support Funds.

Mayor Shelton requested that $1,000 be allocated to Pathways to Prosperity.

Motion:

Commissioner McCray moved to approve the community support funds. Commissioner Cruz seconded the motion. In a voice vote, the motion passed unanimously.

C. Advisory Board Appointments

Motion:

Mayor Shelton moved to appoint Susan Oyer for the Historic Preservation Board. Commissioner McCray seconded the motion. In a voice vote, the motion passed unanimously.

Motion:

Commissioner McCray moved to approve Amanda Cowan for the Senior Advisory Board. Commissioner Cruz seconded the motion. In a voice vote, the motion passed unanimously.

6. **Consent Agenda**

A. Proposed Resolution No. R26-035- Approving two Small Business Marketing Grant Program Agreements between the City and Studio Toast and El Atico in the amount of $2,500 each.

B. Proposed Resolution No. R26-036- Approve and authorize the Police Department to apply for the Office of the Attorney General, Bureau of Advocacy and Grants Management- FY 26-27 Victims of Crime Act (VOCA) Grant Program, and if awarded, authorize the City to accept the Grant and authorizing the Mayor or City Manager to sign all documents associated with the Grant subject to the approval of the City Attorney.

C. Proposed Resolution No. R26-037- Approving the Franchise Agreement between the City of Boynton Beach and Florida Public Utilities Company for a 15-year initial term with the option of an additional 15-year renewal (30 years total) with a 6% franchise fee paid quarterly.

D. Proposed Resolution No. R26-038- Approve the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment

Agency (CRA) for the City Manager to serve as Contract Administrator for the CRA's Executive Director Services contract with Redevelopment Management Associates, LLC (RMA), and authorize the Mayor to execute the Agreement.

E. Proposed Resolution No. R26-039- Approving Budget Amendments for Fiscal Year 2025-2026, amending Fund 302, Fund 303, Fund 632 and Fund 001, including adjustments to appropriations and revenue sources.

F. Proposed Resolution No. R26-040- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public records of Palm Beach County.

G. Proposed Resolution No. R26-045- Authorizing the acceptance of ownership of the Solar Canopy System at Barrier Free Park from Florida Power & Light Company and approving the termination of the Solar Lease and Easement Agreement; Authorizing the Mayor or City Manager to execute the necessary documents.

H. Commission Meeting Minutes.

Commissioner McCray requested to pull Items 6B, 6G, and 6E.

Motion:

Commissioner Kelley moved to approve the remainder of the Consent Agenda. Commissioner McCray seconded the motion. In a voice vote, the motion passed unanimously.

Commissioner McCray stated that the item had been pulled due to concern with agenda language stating staff recommended approval of a proposal. He said that pre-agenda meetings created the appearance of a meeting outside the public process and expressed preference for returning to one-on-one meetings with the City Manager or a designated staff member so questions could be asked openly without concern about Sunshine Law issues.

B. Proposed Resolution No. R26-036- Approve and authorize the Police Department to apply for the Office of the Attorney General, Bureau of Advocacy and Grants Management- FY 26-27 Victims of Crime Act (VOCA) Grant Program, and if awarded, authorize the City to accept the Grant and authorizing the Mayor or City Manager to sign all documents associated with the Grant subject to the approval of the City Attorney.

Commissioner McCray also stated that Item 6B had been pulled due to concern with language referencing approval by the City Attorney, stating that the City Commission served as the policymaking body and suggesting the language should instead state subject to legal review.

City Attorney Lamb clarified that the resolution already provided for Commission approval of the grant application and that the City Attorney's Office only reviewed the final grant documents for legal sufficiency before execution.

Motion:

Commissioner McCray moved to approve Proposed Resolution No. R26-036. Vice Mayor Turkin seconded the motion. The motion passed unanimously.

D. Proposed Resolution No. R26-038- Approve the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency (CRA) for the City Manager to serve as Contract Administrator for the CRA's Executive Director Services contract with Redevelopment Management Associates, LLC (RMA), and authorize the Mayor to execute the Agreement.

Commissioner McCray clarified that the City Manager would not receive additional compensation for the assignment and would perform the work as part of regular duties.

Motion:

Commissioner McCray moved to approve Proposed Resolution No. R26-038. Vice Mayor Turkin seconded the motion. The motion passed unanimously.

E. Proposed Resolution No. R26-039- Approving Budget Amendments for Fiscal Year 2025-2026, amending Fund 302, Fund 303, Fund 632 and Fund 001, including adjustments to appropriations and revenue sources.

Commissioner McCray stated that the item was budgeted but asked staff to explain publicly where the funds would come from and how they would be used. He said residents should know when money was being moved and emphasized that staff recommendation alone did not replace City Commission approval.

Deputy City Manager Mack explained that the budget amendment included transfers and appropriations for several capital and operating projects, including CRA reimbursements, cemetery improvements, bridge work, park improvements, police laptops, the Hester Center project, and ERP software replacement. Deputy City Manager Mack stated that the total amount being moved was about $1.7 million.

Commissioner McCray reiterated that the public should hear where funds were coming from and how they would be used so the City Commission did not appear to be rubber-stamping staff recommendations.

Motion:

Commissioner McCray moved to approve Proposed Resolution No. R26-039. Commissioner Kelley seconded the motion. The motion passed unanimously.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-034 - Ratifying the approval of Change Order No. 2 and No. 3 to the Professional Service Agreement with Koa Hills Consulting, LLC, and approving the expenditure increase in an amount not to exceed $750,000, for data cleansing and validation services, and authorizing the City Manager to execute all future necessary documents.(The item was tabled at the March 3, 2026, meeting)

B. Proposed Resolution No. R26-041- Approve a Piggyback Agreement between the City and Galls LLC for the purchase of uniforms and accessories for Police, Fire, and General Employees with an annual expenditure not to exceed $450,000.

C. Proposed Resolution No. R26-042- Award Invitation to Bid (ITB) No. 26-009B for the Lift Station No. 410 & 414 Force Main Extensions Project to Cacique Utilities, LLC and approve a Construction Contract between the City and Cacique Utilities, LLC in the amount of $1,078,361.00 plus a 10% contingency in the amount of $107,836.10 for staff authorized change orders to address unforeseen field conditions, for a total not-to exceed contract and purchase order amount of $1,186,197.10.

D. Proposed Resolution No. R26-043- Approve the issuance of Purchase Orders to Rose Paving in the amount of $366,917.50 with a 10% contingency of $36,691.75 for a total not to exceed amount of $403,609.25, JAM Irrigation in the amount of $84,500 with a 10% contingency of $8,450 for a total not to exceed amount of $92,950, and Allied Aluminum & Rail in the amount of $177,973 with a 10% contingency of $17,797.30 for a total not to exceed amount of $195,770.30 for the Sara Sims Cemetery Expansion Project.

E. Proposed Resolution No. R26-044- Awarding Request for Qualifications No. PWE25- 009Q for San Castle Infrastructure Mitigation Project- Engineering Design and Environmental Review Services (CDBG-MIT Funded) to Wade Trim, Inc.; approving an Agreement between the City and Wade Trim, Inc. based on FS 287.055 in an amount not to exceed $1,952,027.26, which includes a $100,000 contingency.

F. Proposed Resolution No. R26-046- Approve the purchase of annual licenses, maintenance, and support from Global Technology Solutions Inc., the provider of the City's Genesys call center solution, in an amount not to exceed $200,000 annually.

G. Proposed Resolution No. R26-047- Approve a Sole Source agreement with FLOCK Group, Inc. for the Flock Safe City Initiative in an amount not to exceed

$7,701,600.00 plus a 10% allowance of $770,160.00 over a ten-year term.

H. 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 March 23, 2026 - Amendment Request for Bid Extensions and/or Piggybacks.

Commissioner Cruz requested to pull Items 7E and 7G.

Motion:

Commissioner Kelley moved to approve the remainder of the Consent Bids and Purchases. Vice Mayor Turkin seconded the motion.The motion passed unanimously.

E. Proposed Resolution No. R26-044- Awarding Request for Qualifications No. PWE25- 009Q for San Castle Infrastructure Mitigation Project- Engineering Design and Environmental Review Services (CDBG-MIT Funded) to Wade Trim, Inc.; approving an Agreement between the City and Wade Trim, Inc. based on FS 287.055 in an amount not to exceed $1,952,027.26, which includes a $100,000 contingency.

Commissioner Cruz stated that Item 7E had been pulled to highlight planned improvements in the San Castle neighborhood.

Utilities Director Dr. Poonam Kalkat stated that the City had received $16 million in grant funding, with a $3.2 million City match, for drainage, flooding, roadway, stormwater, water, and sewer improvements in the area. Dr. Kalkat stated that the item would retain WGI to design and engineer the project.

Motion:

Commissioner Cruz moved to approve Proposed Resolution No. R26-044. Vice Mayor Turkin seconded the motion. In a voice vote, the motion passed unanimously.

Commissioner Cray noted that Item 7A had been tabled March 3 and needed to be removed from the table before action could be taken.

Motion:

Vice Mayor Turkin moved to remove Proposed Resolution No. R26-034 from the table. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Turkin moved to approve Proposed Resolution No. R26-034 from the table. Commissioner Kelley seconded the motion. The motion passed unanimously.

G. Proposed Resolution No. R26-047- Approve a Sole Source agreement with FLOCK Group, Inc. for the Flock Safe City Initiative in an amount not to exceed $7,701,600.00 plus a 10% allowance of $770,160.00 over a ten-year term.

Commissioner Cruz stated concern that items were being added to the agenda on the day of the meeting, noting that late additions reduced transparency and limited the Commission's ability to review contracts and ask legal questions in advance.

Commissioner Cruz raised concern regarding Item 7G and stated that a resident had brought up pending Fourth Amendment legal challenges involving the proposed surveillance technology.

Vice Mayor Turkin stated that Boynton Beach continued to face a high violent crime rate and said the City had a responsibility to invest in tools and technology that could help the Police Department respond to crime, identify suspects, and protect residents. He said that expanding law enforcement technology formed part of a broader strategy to address violent crime and support public safety.

City Attorney Lamb confirmed that litigation involving the technology had been filed in California, Washington, Illinois, and Virginia, and that one federal court had ruled the technology did not violate the Fourth Amendment. City Attorney Lamb stated that no cases had been filed in Florida.

Commissioner McCray noted that any Commissioner had the right to seek tabling of an item if not comfortable moving forward.

Director of Public Safety John Bonafair stated that the Police Department had already used the technology for about three years and that the request involved expansion of an existing program.

Assistant Chief Kautz presented the Safe City proposal and stated that the expanded package would include additional license plate readers, cameras, increased shot detection coverage, upgraded drone capabilities, mobile trailers, 9-1-1 integration, and business camera integration. He explained that the system would improve visibility, support the Real-Time Crime Center, and serve as a force multiplier for public safety operations.

Sergeant Vargas described recent cases in which the Real-Time Crime Center, drones, and license plate readers had helped officers locate suspects, respond to a suicidal subject, and solve a series of shootings across multiple jurisdictions. He stated that the technology allowed staff to provide officers and command staff with information more quickly and improve response decisions.

Flock Safety representatives stated that data captured by the system would be owned by the City, retained for 30 days, encrypted to CJIS standards, and accessible only to authorized law enforcement personnel.

Commissioner McCray asked several questions regarding data access, cybersecurity, customer retention, and Florida municipalities that may have discontinued the service.

Trevor Daniel, Flock Administrator, confirmed that the company had not been hacked, had not experienced a data breach, and had more than 6,000 law enforcement customers nationwide.

Commissioner Cruz expressed concerns about internal oversight, misuse prevention, and policy safeguards.

Commissioner Cruz asked whether the videos would be subject to public records disclosure. Chief DiGiulio replied that the videos would be public records unless exempt as part of an active criminal investigation and stated that footage would be retained for 30 days.

Commissioner McCray also inquired about the funding source and whether use of the system would affect staffing levels.

Chief DiGiulio stated that the proposed expansion would be funded through the account receiving school zone speed enforcement and red-light camera revenues and affirmed that the program would not reduce manpower.

In response to Commissioner Cruz's question, Mr. Bonafair explained cameras would be located on major roadways and intersections, not in private communities, and that the camera system would not include audio recording.

Commissioner Kelley asked whether the cameras could record audio. Mr. Bonafair replied that the cameras were not audio-capable and would record video only.

Commissioner Kelley asked about the long-term funding risk for the 10-year contract if red-light camera or school zone camera revenues were reduced or eliminated through litigation or state legislation.

Chief DiGiulio replied that the City could seek grants and use alternate sources such as forfeiture funds, donation accounts, and police impact fees to help sustain the program if needed.

Deputy City Attorney Stacy Weiner stated that the contract would remain subject to annual appropriation of funding and could be addressed contractually if funds were no longer appropriated.

Flock representatives added that if the City did not renew, the company would remove the equipment at no cost to the City.

Vice Mayor Turkin asked who would have access to the system, how access would be managed during staff changes, and what accountability measures would apply if the system were misused. Chief DiGiulio replied that access would be limited to sworn personnel, dispatchers, and crime analysts, and stated that misuse would be subject to audit review, Internal Affairs investigation, and possible sanctions up to termination or criminal charges.

Commissioner Cruz stated that additional time was needed to review the contract with the City Attorney before voting.

Motion:

Vice Mayor Turkin moved to approve Proposed Resolution No. R26-047. Motion died due to lack of second.

Motion:

Commissioner Cruz moved to table Proposed Resolution No. R26-047 until the next City Commission Meeting. Commissioner Kelley seconded the motion. In a voice vote, the motion passed 4-1, with Commissioner McCray dissenting.

8. **Public Hearing**

A. Proposed Ordinance No. 26-006- Second Reading - Approve the Sara Sims Memorial Cemetery Future Land Use Map Amendment request from MeDR (Medium Density Residential) to PPGI (Public & Private Government/Institutional) consisting of approximately 0.94 acres, located at 201 Northwest 9th Court. Applicant: City of Boynton Beach.

B. Proposed Ordinance No. 26-007- Second Reading - Approve the Sara Sims Memorial Cemetery rezoning request from R2 (Single- and Two- Family Residential) to PU (Public Usage District) consisting of approximately 0.94 acres, located at 201 Northwest 9th Court. Applicant: City of Boynton Beach.

C. Approve request for a Variance from Part III, Chapter 4, Article II, Section 4.B.3.c.(2) Table 4-4 "Urban Landscape Buffer" to remove the requirement of a 6-foot concrete wall within a required buffer, on a property located at 201 Northwest 9 th Court, in a PU (Public Utility) zoning district. Applicant: City of Boynton Beach. (The item was tabled at the March 3, 2026, meeting).

D. Approve request for a Major Site Plan Modification (MSPM 2025.10.6783) to the Sara Sims Memorial Cemetery project to allow for the proposed cemetery expansion and site improvements, on a 2.76-acre parcel, located at 201

Northwest 9th Court, in the PU (Public Usage) zoning district. Applicant: City of Boynton Beach. (The item was tabled at the March 3, 2026, meeting)

E. Proposed Ordinance No. 26-001 - Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.91 Acres of Unincorporated Territory Into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

F. Ordinance No. 26-008- Second Reading An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.91- acre parcel of real property generally located at 3045 North Federal Highway, by changing the future land use classification from Palm Beach County Future Land Use designation of Commercial High with an underlying MR-5 (CH/5) to Special High Density Residential (SHDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

G. Proposed Ordinance No. 26-009 - Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 02-013 to rezone an approximately 0.91 acre parcel of real property located at 3045 North Federal Highway, from Palm Beach County's General Commercial District (GC) to City of Boynton Beach's Infill Planned Unit Development (IPUD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

H. Approve request for a New Major Master Plan for The Hammocks at Boynton Beach project to allow for the construction of two (2) duplexes and one (1) 6-plex, outdoor kitchen, pool, cabana, and other site improvements, on a 0.91 acre parcel, located at 3045 North Federal Highway, in the IPUD (Infill Planned Unit Development) zoning district. Applicant: Thomas D. Laudani. (The item was tabled at the March 3, 2026, meeting)

I. Approve request for a New Major Site Plan for The Hammocks at Boynton Beach project to allow for the construction of two (2) duplexes and one (1) 6-plex, outdoor kitchen, pool, cabana, and other site improvements, on a 0.91 acre parcel, located at 3045 North Federal Highway, in the IPUD (Infill Planned Unit Development) zoning district. Applicant: Thomas D. Laudani. (The item was tabled at the March 3, 2026, meeting)

J. Proposed Ordinance No. 26-010- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 1, Article II "Definitions;" Chapter 1, Article VII, Section 2 "Director of Planning and Zoning;" Chapter 1, Article IX, Section 6 "Posting of Notice;" Chapter 2, Article I, Section 2 "Types of Land Development Applications;" Chapter 2, Article I, Section 3 "Review Process for Applications Requiring Public Hearings, Generally"; Chapter 2, Article II, Section 2 "Standard Applications", Chapter 2, Article II, Section 4 "Relief Applications"; Chapter 2, Article II, Section 7 "Other Applications"; Chapter 2, Article III, Section 4 "Right-of- Way Permit"; Chapter 3, Article I, Section 2 "Scope"; Chapter 4, Article IV, Section 5 "Community Design; Chapter 4, Article V, Section 2 "Standards"; and Chapter 4, Article IV, Section 4 "Standards"; of the Land Development Regulations to remove outdated Advisory Board references, modify off-street parking standards, and update certain feather banner procedural requirements; providing for codification; conflicts; severability; and an effective date.

K. Proposed Ordinance No. 26-011- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 3, Article III, Section 5.C Building and Site Regulations; and Chapter 4, Article IX, Section 6 Historic Preservation Requirements to remove all references to "potentially significant" sites and the List of Potentially Significant Sites; providing for codification; conflicts; severability; and an effective date

Mayor Shelton stated that Items 8A through 8D, relating to the Sara Sims Memorial Cemetery property at 201 Northwest 9th Court, would be heard together for presentation purposes.

Mayor Shelton also noted that Item 8A was a legislative public hearing, Items 8B through 8D were quasi-judicial, Items 8A and 8B were on second reading, and Items 8C and 8D had been tabled at the prior meeting pending the companion rezoning ordinances.

Motion:

Commissioner Kelley moved to remove Items 8C and 8D from the table. Commissioner McCray seconded the motion.Tthe motion passed unanimously.

Interim City Clerk Stanzione swore in those speaking on Items 8B, 8C, and 8D.

Vice Mayor Turkin said that he had no disclosures regarding Items 8B, 8C, and 8D.

Commissioner Kelley said regarding Items 8B, 8C, and 8D that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner Cruz said regarding Items 8B, 8C, and 8D that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Mayor Shelton said regarding Items 8B, 8C, and 8D that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner McCray said regarding Items 8B, 8C, and 8D that he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

A. Proposed Ordinance No. 26-006- Second Reading - Approve the Sara Sims Memorial Cemetery Future Land Use Map Amendment request from MeDR (Medium Density Residential) to PPGI (Public & Private Government/Institutional) consisting of approximately 0.94 acres, located at 201 Northwest 9th Court. Applicant: City of Boynton Beach.

B. Proposed Ordinance No. 26-007- Second Reading - Approve the Sara Sims Memorial Cemetery rezoning request from R2 (Single- and Two- Family Residential) to PU (Public Usage District) consisting of approximately 0.94 acres, located at 201 Northwest 9th Court. Applicant: City of Boynton Beach.

C. Approve request for a Variance from Part III, Chapter 4, Article II, Section 4.B.3.c.(2) Table 4-4 "Urban Landscape Buffer" to remove the requirement of a 6-foot concrete wall within a required buffer, on a property located at 201 Northwest 9 th Court, in a PU (Public Utility) zoning district. Applicant: City of Boynton Beach. (The item was tabled at the March 3, 2026, meeting).

D. Approve request for a Major Site Plan Modification (MSPM 2025.10.6783) to the Sara Sims Memorial Cemetery project to allow for the proposed cemetery expansion and site improvements, on a 2.76-acre parcel, located at 201 Northwest 9th Court, in the PU (Public Usage) zoning district. Applicant: City of Boynton Beach. (The item was tabled at the March 3, 2026, meeting)

Interim City Clerk Stanzione read the ordinance titles into the record.

Principal Planner Gabe Sevigny confirmed there were no changes but were available for questions. He briefly displayed the presentation slides for Commissioner McCray.

Motion:

Commissioner McCray moved to approve Proposed Ordinance No. 26-006 on second reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner McCray moved to approve Proposed Ordinance No. 26-007 on second reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner McCray moved to approve Item 8C. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner McCray moved to approve Item 8D. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

Mayor Shelton stated that Items 8E through 8I, relating to the property at 3045 North Federal Highway, would be heard together for presentation purposes. Mayor Shelton also noted that Items 8E and 8F were legislative public hearings, Items 8G through 8I were quasi-judicial, Items 8E through 8G were on second reading, and Items 8H and 8I had been tabled at the prior meeting pending the companion rezoning ordinances.

Motion:

Commissioner Kelley moved to remove Items 8H and 8I from the table. Commissioner McCray seconded the motion. In a voice vote, the motion passed unanimously.

Interim City Clerk Stanzione swore in those speaking on Items 8G, 8H, and 8I.

G. Proposed Ordinance No. 26-009 - Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 02-013 to rezone an approximately 0.91 acre parcel of real property located at 3045 North Federal Highway, from Palm Beach County's General Commercial District (GC) to City of Boynton Beach's Infill Planned Unit Development (IPUD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

H. Approve request for a New Major Master Plan for The Hammocks at Boynton Beach project to allow for the construction of two (2) duplexes and one (1) 6-plex,

outdoor kitchen, pool, cabana, and other site improvements, on a 0.91 acre parcel, located at 3045 North Federal Highway, in the IPUD (Infill Planned Unit Development) zoning district. Applicant: Thomas D. Laudani. (The item was tabled at the March 3, 2026, meeting)

I. Approve request for a New Major Site Plan for The Hammocks at Boynton Beach project to allow for the construction of two (2) duplexes and one (1) 6-plex, outdoor kitchen, pool, cabana, and other site improvements, on a 0.91 acre parcel, located at 3045 North Federal Highway, in the IPUD (Infill Planned Unit Development) zoning district. Applicant: Thomas D. Laudani. (The item was tabled at the March 3, 2026, meeting)

Commissioner Cruz said regarding Items 8G, 8H, and 8I that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Turkin stated that regarding Items 8G, 8H, and 8I he had no disclosures.

Commissioner Kelley said regarding Items 8G, 8H, and 8I that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner McCray said regarding Items 8G, 8H, and 8I that he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Mayor Shelton said regarding Items 8G, 8H, and 8I that she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Interim City Clerk Stanzione read the ordinance titles of Items 8E-8I into the record.

Principal Planner Gabe Sevigny confirmed there were no changes but were available for questions.

Mayor Shelton opened public comment. No one came forth to speak. No virtual comments. Mayor Shelton closed public comment.

Motion:

Commissioner Kelley moved to approve Proposed Ordinance No. 26-001 on second reading. Commissioner McCray seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner Kelley moved to approve Proposed Ordinance No. 26-008 on second reading. Commissioner McCray seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner McCray moved to approve Proposed Ordinance No. 26-009 on second reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner McCray moved to approve Item 8H. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner McCray moved to approve Item 8I. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed unanimously.

City Attorney Lamb noted public comment was not done on Items 8A-8D and should be done at this time.

Mayor Shelton opened public comment. No one came forth to speak. No virtual comments. Mayor Shelton closed public comment.

J. Proposed Ordinance No. 26-010- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 1, Article II "Definitions;" Chapter 1, Article VII, Section 2 "Director of Planning and Zoning;" Chapter 1, Article IX, Section 6 "Posting of Notice;" Chapter 2, Article I, Section 2 "Types of Land Development Applications;" Chapter 2, Article I, Section 3 "Review Process for Applications Requiring Public Hearings, Generally"; Chapter 2, Article II, Section 2 "Standard Applications", Chapter 2, Article II, Section 4 "Relief Applications"; Chapter 2, Article II, Section 7 "Other Applications"; Chapter 2, Article III, Section 4 "Right-of- Way Permit"; Chapter 3, Article I, Section 2 "Scope"; Chapter 4, Article IV, Section 5 "Community Design; Chapter 4, Article V, Section 2 "Standards"; and Chapter 4, Article IV, Section 4 "Standards"; of the Land Development Regulations to remove

outdated Advisory Board references, modify off-street parking standards, and update certain feather banner procedural requirements; providing for codification; conflicts; severability; and an effective date.

Interim City Clerk Stanzione read the ordinance title of Item 8J into the record.

Principal Planner Gabe Sevigny presented the following: Overview; Purpose; and Recommendation.

Commissioner McCray asked how long temporary feather banners could remain in place. Mr. Sevigny replied that feather banners were allowed for 30 days and stated that applicants could seek a refund after providing proof of removal, although most cases instead proceeded to code enforcement.

Mayor Shelton opened public comment.

Gene Rizzicchi asked how the proposed right-of-way permit and off-street parking changes would affect residential properties, including driveway expansions.

Mayor Shelton closed public comment.

Mr. Sevigny explained that the amendment would allow up to an additional 55% of front yard coverage when permeable materials were used, which would help accommodate one additional parking space while still meeting code requirements.

Motion:

Vice Mayor Turkin moved to approve Proposed Ordinance No. 26-010 on First Reading. Commissioner McCray seconded the motion. In a roll call vote, the motion passed unanimously.

K. Proposed Ordinance No. 26-011- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 3, Article III, Section 5.C Building and Site Regulations; and Chapter 4, Article IX, Section 6 Historic Preservation Requirements to remove all references to "potentially significant" sites and the List of Potentially Significant Sites; providing for codification; conflicts; severability; and an effective date

Interim City Clerk Stanzione read the ordinance title of Item 8K into the record.

Principal Planner Gabe Sevigny presented the following: Overview; Purpose; and Recommendation.

Mayor Shelton opened public comment. No one came forth to speak. No virtual comments. Mayor Shelton closed public comment.

There was no motion on Proposed Ordinance No. 26-011- First Reading.

9. **City Manager's Report**

Commissioner McCray stated that the City Manager's report should include updates from departments so the public could better understand City operations and spending.

Vice Mayor Turkin agreed and stated that even brief departmental updates would improve transparency and create a clearer public record.

10. **Regular Agenda**

There were no items.

11. **Future Agenda Items**

A. Quarterly joint City/CRA coordination meeting - **April 14, 2026, prior to the regular CRA Meeting.**
Requested by City Commission and CRA Board.

B. Discussion regarding creating a beautification board - **TBD**
Requested by Vice Mayor Turkin.

C. Discussion on the formation of a Task Force for updates to the Land Development Regulations. -**TBD**
Requested by Vice Mayor Turkin.

D. Discussion regarding property taxes, at a macro level. **-TBD**
Requested by Vice Mayor Turkin.

E. Discussion regarding Little Free Libraries and Little Free Pantries on private property.- **This item was tabled at the January 20, 2026 City Commission Meeting. - TBD**
Discussion and seek City Commission direction regarding Little Free Libraries and Little Free Pantries on private property.

Commissioner McCray also requested a future agenda item for an updated safety report on all City playgrounds at the next City Commission meeting.

12. **Adjournment**

Motion:

Vice Mayor Turkin moved to adjourn. Commissioner McCray seconded the motion. In a voice vote, the motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 9:11 P.M.

CITY OF BOYNTON BEACH
ATTEST:

_____
Tammy Stanzione, CMC
Interim City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-064- Ratifying the approval of the renewal of the City's insurance policies for Pollution Coverage with Crum & Forster Specialty Insurance Company through Insurance Broker, Brown & Brown, for the policy term beginning April 30, 2026, and ending April 30, 2029.

Requested Action:
Staff recommends approval of Proposed Resolution No. R26-064.

Explanation of Request: If approved, this will renew insurance coverage with Crum & Foster Specialty Insurance Company. The renewal cost is $67,424.00 for the policy term beginning April 30, 2026, and ending April 30, 2029.

How will this affect city programs or services? Crum & Foster Specialty Insurance Company is the current insurance provider for pollution coverage. Approval of this item will allow the City to continue coverage for another 3-year term.

Budgeted Item: Yes

Account Line Item and Description: Property Insurance 522-1710-45-05

Fiscal Impact: Total budgeted cost is $67,424.00

Attachments:
R26-064 Agenda_Item__4553-2026_Resolution_for_Crum___Forster_Insurance_Renewal.docx
Exhibit A to Resolution - Boynton_Beach_Pollution_Proposal.pdf

RESOLUTION NO. R26-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE APPROVAL OF THE RENEWAL OF THE CITY'S INSURANCE POLICIES FOR POLLUTION COVERAGE WITH CRUM & FORSTER SPECIALTY INSURANCE COMPANY THROUGH INSURANCE BROKER, BROWN & BROWN, FOR THE POLICY TERM BEGINNING APRIL 30, 2026, AND ENDING APRIL 30, 2029; AND FOR ALL OTHER PURPOSES.

WHEREAS, Crum & Forster Specialty Insurance Company is the current insurance provider for Pollution Coverage. Approval of this item will allow the City to continue coverage for another 3-year term in an amount not to exceed $67,424.00; 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 approval of the renewal of the City's insurance policies for Pollution Coverage with Crum & Forster Specialty Insurance Company through Insurance Broker, Brown & Brown, for the policy term beginning April 30, 2026, and ending April 30, 2029.

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 approval of the renewal of the City's insurance policies for Pollution Coverage with Crum & Forster Specialty Insurance Company through Insurance Broker, Brown & Brown, for the policy term beginning April 30, 2026, and ending April 30, 2029, as further detailed in the Insurance Proposal attached hereto as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby ratifies the execution of the Proposal by the City Manager. The City Manager is further authorized 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.

RESOLUTION NO. R26-064

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Brown & Brown

PUBLIC SECTOR

Insurance Proposal

April 30, 2026 to April 30, 2029

CITY OF BOYNTON BEACH

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- Notes of Importance
- Compensation Disclosures
- Guide to Best's Ratings

Items Required Prior to Binding 4
- Acceptance of Proposal – Premium Recapitulation
- Acknowledgment of Non-Admitted Carrier
- TRIA Form
- Signed Surplus Lines Form

Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
    - 22 Counties
    - 70 Cities
    - 20 Public Airports
    - 7 Public School Districts
    - State of Florida

An Introduction to Your Service Team

Account Executives		
Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Stephen Scullian, CPCU, ARM Senior Vice President / Insurance Broker	(386) 239-7211	Stephen.Scullian@bbrown.com
Justin Anselmo, CRIS Senior Vice President / Insurance Broker	(386) 239-8821	Justin.Anselmo@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Michelle Perry Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Devyn Donley Public Risk Advisor	(386) 239-4070	Devyn.Donley@bbrown.com
Ethan Reedy Insurance Broker	(386) 239-7264	Ethan.Reedy@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com
Service Representatives		
Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Moretti Public Risk & Claims Specialist	(386) 800-1164	Mallory.Moretti@bbrown.com
Certificate Requests: 179.certificates@bbrown.com ***Claim Reporting:*** 179.claims@bbrown.com		

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

Pollution Liability

Term: April 30, 2026 to April 30, 2029

Company: Crum & Forster Specialty Insurance Company
(Rated A+ XV by A.M. Best)

Form: Claims Made

Retroactive date: See Attached Schedule

Coverage	Limit	Deductible
Aggregate Limit	**$4,000,000**	**$50,000**
Onsite Cleanup Each Pollution Condition	**$1,000,000**	
Third Party Pollution Liability Each Pollution Condition	**$1,000,000**	

Coverage Form & Endorsements include but not limited to:

Form Description	Form Number
Environmental Package Policy Declarations	EN0001-1014
Schedule of Forms and Endorsements	EN0002-0211
Crum & Forster Specialty Insurance Company Signature Page	CS07001-0121
Claims Reporting	EN004-0921
Service of Process Clause	EN0005-1014
Policyholder Disclosure Notice of Terrorism Insurance Coverage – Florida	EN0006FL-0120
Deductible Schedule Endorsement	EN0009-0211
Minimum Premium and Minimum Retained Premium	EN0010-0211
Privacy Notice	EN0011-1014
Common Provisions	EN0020-0515
Third Party Pollution Liability Coverage Part	EN0026-0611
Onsite Cleanup Coverage Part	EN0027-0211
Emergency Response Hotline	EN0050-0222
Notice of Loss	EN0052-0222
Amended Waiver of Transfer of Rights of Recovery Against Others to Us (Blanket when specifically required in a written contract with the named insured)	EN0109-0211
Primary and Non-Contributory Additional Insured with Waiver of Subrogation (Name: District Energy System, 200 NE 1st St., Boynton Beach, FL 33435)	EN0118-0211
Exclusion – Communicable Disease	EN0169-0320
Exclusion – PFAS	EN0172-1020
Non-Owned Disposal Site Coverage Endorsement – Third Party with Sublimit (EachPolCon: $1,000,000; AggLimit: $1,000,000)	EN0609-0323
Covered Locations Endorsement	EN0615-0323
Coverage Restriction for Florida Above Ground Storage Tanks Pollution Legal Liability (EachPolCondLimit: $1,000,000; Aggregate Limit: $4,000,000; Deductible Amount: $50,000)	EN0644-0211
Loading or Unloading of Watercraft and Automobiles at Covered Location(s)	EN0650-0515
Additional Insured – Designated Person or Organization (Blanket Wording: Blanket when specifically required in a written contract with the named insured)	EN0652-0211

Pollution Liability

Coverage Form & Endorsements include but not limited to (cont.):

Form Description	Form Number
Amendment – Insuring Agreement – Third Party Pollution Liability	EN0653-0517
Florida Changes – Cancellation and Nonrenewal	EN0714-0921
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	IL P 001 01 04

Requirements prior to binding:

1. Receipt and satisfactory review of the following prior to binding:
    a. Completed TRIA Form
    b. Completed Surplus Lines Form

Pollution Liability

SCHEDULE

Covered "Location(s)":	Retroactive Date(s):
1. 1 Million Gallon Water Tank - 2611 West Woolbright Road, Boynton Beach, FL	$1M/$2M Limits 03/20/07; $1M/$4M Limits 04/30/18
2. 3 Million Gallon Water Tank - 3600 Miner Road, Boynton Beach, FL	$1M/$2M Limits 03/20/01; $1M/$4M Limits 04/30/18
3. City Hall - 100 East Boynton Beach Boulevard, Boynton Beach, FL	$1M/$2M Limits 05/07/05; $1M/$4M Limits 04/30/18
4. Civic Center - 128 East Ocean Avenue, Boynton Beach, FL	$1M/$2M Limits 5/7/2005; $1M/$4M Limits 04/30/18
5. East Well Field Little League - 300 West Woolbright Road, Boynton Beach, FL	$1M/$2M Limits 3/20/2001; $1M/$4M Limits 04/30/18
6. East Water Treatment Plant - 1620 South Seacrest Boulevard, Boynton Beach, FL	$1M/$2M Limits 3/20/1997; $1M/$4M Limits 04/30/18
7. Fire Station #2 - 2615 West Woolbright Road, Boynton Beach, FL	$1M/$2M Limits 3/20/2007; $1M/$4M Limits 04/30/18
8. Fire Station #3 - 3501 North Congress Avenue, Boynton Beach, FL	$1M/$2M Limits 3/20/2001; $1M/$4M Limits 04/30/18
9. Fire Station #4 - 1915 South Federal Highway, Boynton Beach, FL	$1M/$2M Limits 5/7/2003; $1M/$4M Limits 04/30/18

Pollution Liability

10. The Links of Boynton Beach- 8020 Jog Road, Boynton Beach, FL	$1M/$2M Limits 3/20/2001; $1M/$4M Limits 04/30/18
11. Lift Station #509 - Quantum Park South - 5501 Parkridge Boulevard, Boynton Beach, FL	$1M/$2M Limits 3/20/2007; $1M/$4M Limits 04/30/18
12. Lift Station #510 - Quantum Park Central - 1155 Quantum Lakes Boulevard, Boynton Beach, FL	$1M/$2M Limits 3/20/2007; $1M/$4M Limits 04/30/18
13. Master Lift Station #309 - 1900 North Seacrest Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/7/2003; $1M/$4M Limits 04/30/18
14. Master Lift Station #316 - 4901 Golf Road, Boynton Beach, FL	$1M/$2M Limits 3/20/2001; $1M/$4M Limits 04/30/18
15. Master Lift Station #317 - 1527 W Boynton Beach Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/7/2003; $1M/$4M Limits 04/30/18
16. Master Lift Station #319 - 8020 Lawrence Road, Boynton Beach, FL	$1M/$2M Limits 3/20/2001; $1M/$4M Limits 04/30/18
17. Master Lift Station #356 - 705 East Boynton Beach Boulevard, Boynton Beach, FL (East End of W Boynton Beach Blvd)	$1M/$2M Limits 5/7/2003; $1M/$4M Limits 04/30/18
18. Master Lift Station #801 - NW Corner of Lawrence Road & W Boynton Beach Boulevard, Boynton Beach, FL	$1M/$2M Limits 3/20/2001; $1M/$4M Limits 04/30/18
19. Public Works Compound - 222 NE 9th Avenue, Boynton Beach, FL	$1M/$2M Limits 3/20/2001; $1M/$4M Limits 04/30/18
20. Stormwater Station #415 - 550 Southwest 3rd Street, Boynton Beach, FL	$1M/$2M Limits 3/20/2001; $1M/$4M Limits 04/30/18
21. West Water Treatment Plant - 5469 West Boynton Beach Boulevard, Boynton Beach, FL	$1M/$2M Limits 3/20/1997; $1M/$4M Limits 04/30/18
22. St. Andrews - 4600 North Ocean Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
23. St. Andrews #2 - 4512 North Ocean Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

24. Briny Breezes - 4802 North Ocean Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
25. Bellamar - 3951 North Ocean Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
26. Federal Highway North of Gateway Blvd. Potter Road. 500' East of entrance on South side., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
27. North East corner of intersection of Lake Street and New Palm Drive (Behind Inlet Plaza)., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
28. Yachtsmans Plaza - 100' East of intersection of Shore Drive and North Federal Highway in Median, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
29. Mariner's Way - East end of intersection of Northeast 12th Avenue and Willard Way, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
30. Half Moon Bay - 7050 South Federal Highway, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
31. Boynton Isles - 100 yards North of intersection of Greenbriar Drive and Kepner Drive on West side. South of Sterling Village Complex, East of Federal Highway, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
32. Colonial Club - Gate in hedge of East side of Federal Highway midway between North and South entrances, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
33. Tradewinds - 3895 North Federal Highway, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
34. Hypoluxo Point - 7580 South Federal Highway, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
35. Yacht Club - 7362 North Federal Highway (Yacht Club Rentals), Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
36. Las Brisas - 7296 South Federal Highway, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
37. Point Overlook - 7200 East Oakridge Circle, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

38. San Castle - Northwest corner of intersection of Mentone Road and Washington Avenue, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
39. Bristol Springs - South of intersection of North Seacrest Boulevard and Hypoluxo Road - Access road 100' South behind the gas station on East side, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
40. North Palm Drive midway Between Orange Street and Ocean Parkway on Northeast side of street., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
41. Pine Point Villas - 220 Bayview Avenue, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
42. South Palm Drive - 20' East of intersection of South Palm Drive and North Seacrest Boulevard, Boynton Beach, FL,	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
43. 50' East of intersection of North Seacrest Boulevard and NE 26th Avenue on East side of Street., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
44. NE 22nd Ave & NE 4th St. in median., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
45. Four Seasons - 100' North of intersection of Northeast 4th Street and Northeast 16th Avenue on East side, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
46. Quadrille Villas - 8207 Ambach Way, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
47. Hypoluxo - 8004 US Highway 1, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
48. Wilson Park Lift Station - North of Intersection of Northwest 3rd Street and Northwest 13th Avenue West side of field Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
49. 8150 N. Federal Highway, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
50. 50' East of intersection of Northeast 4th Street and Northeast 16th Avenue. Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
51. Storm Pump - 635 East Boynton Beach Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

52. Southwest 1st Avenue and Southwest 3rd Street on North side., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
53. Southwest 3rd Street and Southwest 7th Avenue on West side., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
54. Highpoint - South entrance to complex off South Seacrest Boulevard to West End of Highpoint Boulevard (Station is South of West end of street), Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
55. Highpoint #2 North entrance to complex off Seacrest Boulevard to West end of Main Boulevard (Station is just South of West end of Street), Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
56. Bethesda - Northwest corner of intersection of Southwest 27th Avenue and Southwest 6th Street, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
57. Chapel Hill - West of intersection of Westwood Lane and Chapel Hill Boulevard in Median, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
58. Church Hill - Northeast corner of intersection of Church Hill Drive and Mission Hill Road. 200' West of South Seacrest Boulevard on North Side of Mission Hill Road, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
59. Mission Hill - 900 Mission Hill Road, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
60. SE 34th Avenue - East side of end of Southeast 2nd Court, North of intersection of Southeast 34th Avenue, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
61. SE 27th Way - East end of Southeast 27th Way at intersection of Southeast 2nd Street, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
62. Swinton Avenue - 100' South of intersection on Southwest 34th Avenue and North Swinton Avenue on West side, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
63. Southwest 23rd Ave. and Federal Highway (middle of street)., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
64. Gulfstream Mall - 3609 South Federal Highway, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
65. 100' West of intersection of Southeast 21st Avenue and S. Federal Highway on North side., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

66. SW 15th Ave. Ball Field, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
67. Industrial Avenue - 522 Industrial Avenue, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
68. Costa Bella - Northwest corner of intersection of Northwest 8th Avenue and Northwest 10th Street, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
69. Northeast corner of intersection of Northwest 13th Avenue and Northwest 8th Street. (E. Boat Ramp), Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
70. North side of Old Boynton Road (east of Congress Ave), Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
71. South of intersection of Old Boynton Road and Venice Drive (along canal bank by bridge) Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
72. South of intersection of Old Boynton Road and Coral Drive. (along canal east side of bridge), Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
73. Skylake - 1100 Northwest 9th Way, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
74. New Post Office - 1530 West Boynton Beach Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
75. Quantum Park North - 3285 Quantum Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
76. Quantum Park West - 2399 Quantum Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
77. Casa Blanca - 815 West Boynton Beach Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
78. Sandlewood Drive West of Congress Ave. Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
79. Boynton Lakes North - Boynton Lakes Boulevard & Paxford Lane, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

80. Quail Run - 2800 Southwest Golf Road, Boyton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
81. Boynton Lakes Blvd & East Chesterfield Road , Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
82. 1801 Ocean Drive, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
83. Leisureville #1 800 Ocean Drive, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
84. Home Depot 600 Southwest 6th Avenue, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
85. Southwest Congress Blvd, West of intersection of SW 18th street in clubhouse of parking lot, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
86. Leisureville #4 Center of cul-de-sac on East side of Southwest 16th Street, Midway between Southwest 13 Terrace and Southwest 11th Avenue, Boynton Beach, FL 33426	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
87. Leisureville #5 1909 Southwest 18th Street, Boynton Beach, FL 33426	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
88. Congress Ave & SW 19th Ave, 50' east of Intersection of Roma Way , Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
89. Golfview Harbor 1 1090 Southwest 24th Avenue, Boynton Beach, FL 33426	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
90. Golfview Harbor 2 100' East of Southwest 13th Court on South Side of Southwest 27th Avenue, Boynton Beach, FL 33426	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
91. Reeves 3800 South Congress Avenue, 100 yards South of Neptune Drive, Boynton Beach, FL 33426	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
92. Lawson Industrial Park North Side of Southwest 30th Avenue, 100 yards east of South Congress Avenue, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
93. Lakes of Tara 10 East Tara Lakes Drive, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

94. Boynton Commerce 1900 Corporate Boulevard, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
95. Banyan Creek 1721 Stonehaven Drive, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
96. Meadow Apartments 10 Meadows Boulevard, Boynton Beach, FL 33462	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
97. Entrance off of Roadway to Caloosa Park, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
98. S. Congress Ave, South of Caloosa Park, Boynton Beach, FL (E. Side of Congress)	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
99. Access Road Behind Renaissance Commons by Canal Bridge, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
100. Woodside 3883 Winfield Road, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
101. Quail Ridge North 11390 Quail Covey, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
102. Quail Ridge Northwest Corner of Intersection of Quail Covey Road and Tananrisk Trail, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
103. Sunny South East side of Intersection of Sun Top Lane and Sunny South Avenue, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
104. 1900 S Congress Avenue, Boynton Beach, FL (S. Congress Ave & Woolbright Corporate Ctr.)	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
105. Old Motorola 1500 Northwest 22nd Avenue, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
106. Boynton Lakes South Southeast corner of intersection of Fawkland Circle and Boynton Lakes Boulevard, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
107. Sunny South Master 1359 Northwest 22nd Avenue, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

108. North Congress Ave & Dos Lagos, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
109. North Congress Ave. & Meadows Blvd., Boynton Beach, FL (across from park)	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
110. Santaluces High School in back parking lot, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
111. Boynton Beach Mall 801 North Congress Avenue, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
112. Fox Hollow 7501 Lawrence Road, Boynton Beach, FL 33462	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
113. Homes of Lawrence 7280 Palmdale Drive, Boynton Beach, FL 33462	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
114. Cypress Creek #4 9667 Calliandra Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
115. Hunters Run Brentwood 18 Brentwood Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
116. Stanford Park 4100 Northwest 7th Court, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
117. 3000 NW Commerce Park Drive, Boynton Beach, FL (Highridge Road & Industrial Way)	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
118. Catalina Club 1401 North Congress Avenue, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
119. Mahogany Bay 4101 Mahogany Bay Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
120. Artesa 9135 Lawrence Road, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
121. Pineapple Tree Drive, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

122. Hunters Run Woods 200' East of Intersection of Summit Drive and Woods Lane, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
123. SE Corner of Boynton Beach Blvd & Military Trail., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
124. 300 yards South of Boynton Beach Boulevard on South East corner of Cedar Point Boulevard and Storkwood Drive., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
125. Hunter's Run North Entrance, 1st left after guard house, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
126. Silver Lakes 2612 Southwest 23rd Court, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
127. Cypress Creek East 4945 Palo Verde Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
128. Cypress Creek Mid 4455 Caryota Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
129. Cypress Creek West 4030 Palo Verde Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
130. Oakwood Lakes 3769 Silver Lace Lane, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
131. Hunters Run Southport 50' West of Intersection of Southport Lane and Summit Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
132. Hunters Run Stratford ½ Mile West of Clubhouse Lane on the West Side of Summit Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
133. Pine Tree Village East 10808 Greentrail Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
134. Villas of Pine Tree 100' South of South Entrance to Complex, 150' East of Military Trail (Access Road on South Side of Wall off Military Trail) Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
135. Wxel 3401 South Congress Avenue, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

136. Serrano Across 21 County Lake Circle, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
137. West Water Plant 5469 West Boynton Beach Boulevard, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
138. Banyan Springs 10355 South Military Trail, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
139. Mirror Lakes On Mirror Lakes Boulevard just East of Clubhouse, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
140. Rainbow Lakes South #1 North Side of Tartan Lakes Boulevard, 100' East of Intersection of Carma Drive, Boynton Beach 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
141. Boyton West Shopping Center 9903 South Military Trail, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
142. Boynton Trail Center 9760 South Military Trail, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
143. Rainbow Lakes North #2 5333 Brian Boulevard, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
144. Palm Chase 5351 Palm Chase Drive, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
145. Cypress Park 9507 Cypress Park Way, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
146. 7255 S Military Trail, Boynton Beach, FL (NE parking lot)	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
147. Fairmont Place 10650 South Military Trail, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
148. Cypress Creek #5 4722 Bucisa Road, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
149. 8484 Northstar Court. , Boynton Beach, FL (Military Trail @ Gables End, first left then first right)	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

150. Lawrence Groves 1246 Sussex Street, Boynton Beach, FL 33462	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
151. Plating 9779 Platina Avenue, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
152. Cocoa Pines 37 Cocoa Pine Drive, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
153. Jamaica Bay North 3724 Exuma Bay, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
154. Jamaica Bay South 10002 Granada Bay, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
155. Royal Manor 4290 Royal Manor Boulevard, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
156. Sunset Cay 8194 Sun Up Trail, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
157. Jonathan's Grove 7200 Lawrence Road, Boynton Beach, FL 33462	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
158. Nautica 8265 Bermuda Sound Way, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
159. Nautica Sound 6999 Nautica Sound Boulevard, Boynton Beach, FL 33462	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
160. Military 6 12550 South Military Trail, Boynton Beach, FL 33436	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
161. Hampton Lakes 5230 Flavor Piot Road, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
162. Cascade Lakes 11601 Cascade Lakes Boulevard, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
163. The Colony 7830 South Military Trail, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

164. Tuscany Bay 12120 Lavita Way, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
165. 7182 Old Orchard Way, Boynton Beach, FL(Lawrence Road S. of Hypoluxo Rd)	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
166. 7262 South Military Trail, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
167. Pernnel Pines Road, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
168. Forest Park Elementary 1201 Southwest 3rd Street, Boynton Beach, FL 33435	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
169. Behind Lowe's Southwest 17th Lane, Boynton Beach, FL 33435	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
170. Boynton Commerce Southwest 17th Lane, Boynton Beach, FL 33435	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
171. Corporate Drive, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
172. 4693 W. Boynton Beach Blvd., Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
173. Sun Valley 6058 Sun Berry Circle, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
174. Sun Valley Across from 9415 Nursery Lane, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
175. Sun Valley 9941 Majestic Way, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
176. Sun Valley East Between 9807 & 9831 Sills Drive East, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
177. Sun Valley East Behind 9723 Sills Drive East, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18

Pollution Liability

178. Behind 9687 Sills Drive, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
179. Sun Valley East Behind 9656 Sills Drive East, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
180. Sun Valley East 9730 Sills Drive, Boynton Beach, FL 33437	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
181. Fire Station #5 2200 High Ridge Road, Boynton Beach, FL 33436	$1M/$2M Limits 10/01/2009; $1M/$4M Limits 04/30/18
182. Library 208 South Seacrest Boulevard, Boynton Beach, FL 33435	$1M/$2M Limits 5/4/2010; $1M/$4M Limits 04/30/18
183. 400 Miles of Sewer Lines, Boynton Beach, FL	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
184. 400 Linear Feet of Sewer Lines under the Intercoastal Waterway	$1M/$2M Limits 5/4/2009; $1M/$4M Limits 04/30/18
185. INCA Storm Pond - NE 10th Ave @ NE 7 St (E of Federal Highway)	$1M/$2M Limits 4/30/2013; $1M/$4M Limits 04/30/18
186. Las Ventanas - 1325 S Federal Highway	$1M/$2M Limits 4/30/2013; $1M/$4M Limits 04/30/18
187. Charter School - Miner Road @ High Ridge Road	$1M/$2M Limits 4/30/2013; $1M/$4M Limits 04/30/18
188. NW 15th Ave & NW 4th St., Boynton Beach, FL	04/30/2018
189. 200 NE 1st Street, Boynton Beach FL 33435	03/19/2025

Premium Recapitulation

	Annual Premium	Check Option Accept	Check Option Reject
Pollution Liability			
Premium	$67,174.00		
Policy Fee	$250.00		
Total Premium	**$67,424.00**	☒	☐
Optional - Terrorism	$3,359.00	☐	☒

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

Dan Dugger, City Manager

(Name & Title)

4/7/26

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 4/30/2026. After this date terms and conditions are subject to change by the underwriters.

2. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

3. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**

4. Not all coverages requested may be provided in this quotation.

5. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**

6. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.

7. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.

8. Higher limits of liability may be available. Please consult with your agent.

9. This proposal is based upon exposures to loss made known to Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.

10. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

Compensation: As a licensed insurance producer/broker/agent, Brown & Brown entities ("we") are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at https://www.bbrown.com/us/contact/contact-general/

Guide to Bests Ratings		
Best Category	**Rating**	**Description**
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	**I**	Less than $1,000,000
	II	$1,000,000 - $2,000,000
	III	$2,000,000 - $5,000,000
	IV	$5,000,000 - $10,000,000
	V	$10,000,000 - $25,000,000
	VI	$25,000,000 - $50,000,000
	VII	$50,000,000 - $100,000,000
	VIII	$100,000,000 - $250,000,000
	IX	$250,000,000 - $500,000,000
	X	$500,000,000 - $750,000,000
	XI	$750,000,000 - $1,000,000,000
	XII	$1,000,000,000 - $1,250,000,000
	XIII	$1,250,000,000 - $1,500,000,000
	XIV	$1,500,000,000 - $2,000,000,000
	XV	Greater than $2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Boynton Beach
Named Insured

Signature of Insured's Authorized Representative

4/7/26
Date

Crum & Forster Specialty Insurance Company
Name of Excess and Surplus Lines Carrier

Pollution Liability	PLL-109452
Type of Insurance	Policy Number/Renewal of Policy Number
4/30/2026 – 4/30/2029	Florida
Effective/Expiration Date of Coverage	State

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE - FLORIDA

TERRORISM RISK INSURANCE ACT

YOU ARE HEREBY NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, YOU HAVE A RIGHT TO PURCHASE INSURANCE COVERAGE FOR LOSSES RESULTING FROM ACTS OF TERRORISM, AS DEFINED IN SECTION 102(1) OF THE ACT: THE TERM "ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY-IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY AND THE ATTORNEY GENERAL OF THE UNITED STATES-TO BE AN ACT OF TERRORISM; TO BE A VIOLENT ACT OR AN ACT THAT IS DANGEROUS TO HUMAN LIFE, PROPERTY, OR INFRASTRUCTURE; TO HAVE RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE THE UNITED STATES IN THE CASE OF CERTAIN AIR CARRIERS OR VESSELS OR THE PREMISES OF A UNITED STATES MISSION; AND TO HAVE BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF THE LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO ELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

☐	I accept this offer of terrorism coverage and acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any covered losses resulting from certified acts of terrorism under my policy will be partially reimbursed by the U.S. government.
☐	I hereby elect to purchase certified acts of terrorism coverage for a premium of $3,359.
☑	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant Signature — *Named Insured/Firm*

Daniel Dugger

Print Name — *Mailing Address*

Date — *Quote/Policy Number*

EN0006FL - 0120

Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

Surplus Lines Disclosure and Acknowledgement

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.
name of insurance agency

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Boynton Beach

Named Insured

By:

Signature of Named Insured Date

Printed Name and Title of Person Signing

Crum & Forster

Name of Excess and Surplus Lines Carrier

Pollution Liability

Type of Insurance

4/30/2026

Effective Date of Coverage

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-065- Ratifying the approval of the purchase of Watercraft Coverage with Navigators Insurance Company through Insurance Broker, Brown & Brown, for the policy term beginning April 8, 2026, and ending April 8, 2027.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-065.

Explanation of Request: The Fire Department procured a new water vessel that would not have the proper coverage under the current inland marine policy. If approved, this additional coverage will properly insure all of the City's watercraft.

How will this affect city programs or services? Approval of this item will ensure that all of the City's watercraft will be properly insured.

Budgeted Item: Yes

Account Line Item and Description: Property Insurance 522-1710-45-09

Fiscal Impact: Total cost $ 16,575.00

Attachments:
R26-065 Agenda_Item__4554-2026_Resolution_for_Navigators_Insurance.docx
Exhibit A to Resolution - Boynton_Beach_Watercraft_Proposal_26-27.pdf

RESOLUTION NO. R26-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE APPROVAL OF THE PURCHASE OF THE CITY'S INSURANCE POLICY FOR WATERCRAFT COVERAGE FROM NAVIGATORS INSURANCE COMPANY THROUGH INSURANCE BROKER BROWN & BROWN FOR THE POLICY TERM BEGINNING APRIL 8, 2026, AND ENDING APRIL 8, 2027; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City's Fire Department procured a new water vessel that would not have the proper coverage under the current inland marine policy; and

WHEREAS, the City desires to purchase an insurance policy for Watercraft Coverage from Navigators Insurance Company through Insurance Broker Brown & Brown for an amount not to exceed $16,575 for a one-year 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 ratify the approval of the purchase of the City's insurance policy for Watercraft Coverage from Navigators Insurance Company through Insurance Broker Brown & Brown for the policy term beginning April 8, 2026, and ending April 8, 2027.

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 approval of the purchase of the City's insurance policy for Watercraft Coverage from Navigators Insurance Company through Insurance Broker Brown & Brown for an amount not to exceed $16,575 for the policy term beginning April 8, 2026, and ending April 8, 2027, as further detailed in the Insurance Proposal attached hereto as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby ratifies the execution of the Proposal by the City Manager. The City Manager is further authorized 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.

RESOLUTION NO. R26-065

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Brown & Brown

PUBLIC SECTOR

Insurance Proposal

April 8, 2026 – April 8, 2027

CITY OF BOYNTON BEACH

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- Notes of Importance
- Compensation Disclosures
- Guide to Best's Ratings

Items Required Prior to Binding 4
- Acceptance of Proposal – Premium Recapitulation
- Subjectivity – In Red Text
- TRIA Form

Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
    - 22 Counties
    - 70 Cities
    - 20 Public Airports
    - 7 Public School Districts
    - State of Florida

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

An Introduction to Your Service Team

Account Executives		
Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Stephen Scullian, CPCU, ARM Senior Vice President / Insurance Broker	(386) 239-7211	Stephen.Scullian@bbrown.com
Justin Anselmo, CRIS Senior Vice President / Insurance Broker	(386) 239-8821	Justin.Anselmo@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Michelle Perry Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Devyn Donley Public Risk Advisor	(386) 239-4070	Devyn.Donley@bbrown.com
Ethan Reedy Insurance Broker	(386) 239-7264	Ethan.Reedy@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com
Service Representatives		
Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Moretti Public Risk & Claims Specialist	(386) 800-1164	Mallory.Moretti@bbrown.com

Certificate Requests: 179.certificates@bbrown.com
Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Hull and Protection & Indemnity

Term: April 8, 2026 to April 8, 2027

Company: Navigators Insurance Company
(Rated A+ XV by A.M Best)

Limits:

Hull & Machinery
See Attached Schedule of Vessels, Per Schedule
Protection & Indemnity
$1,000,000.00 Any One Accident or Occurrence Combined Single Limit

Deductibles:

Hull & Machinery
See Attached Schedule of Vessels, Per Schedule
Protection & Indemnity
$2,500.00 Any One Accident or Occurrence

Subjectivities:

- Condition and valuation survey for the $403,294 valued vessel.

Notes of Importance:

- All limits and deductibles inclusive of defense costs and legal fees
- Minimum earned premium is 25%.
- Policy Fees are fully earned.
- No flat cancellations.
- TRIA is optional.

Hull and Protection & Indemnity

Forms & Endorsements include, but not limited to:

Conditions:
Schedule of Vessels
AIMU Chemical, Biological, Bio-chemical and Electromagnetic Exclusion Clause
AIMU Extended Radioactive Exclusion with U.S.A Endorsement
Economic Sanctions Limitation and Exclusion Clause
Employment Practices Liability Exclusion
Health Hazard (Specific) Endorsement
Absolute Terrorism Exclusion
AIMU Communicable Disease Exclusion
Automatic Acquisition Clause
Institute Cyber Attack Exclusion (10 11 03)
Seaworthiness Warranty
Mold, Mildew and Fungus Exclusion Endorsement
Nuclear Energy Liability Exclusion (Broad Form)
Punitive Damages Exclusion
Hull & Machinery:
AIMU Deliberate Damage- Pollution Hazard (Hull) 6Z-4 (February 1, 1976)
Hull Clauses (September 29, 2009)
Land Transportation/Trailer All Risks
S.R. & C. C. Hull Clauses (September 8, 1959)
Hull & Machinery – Collision Exclusion
Personal Effects Coverage
Personal Property On Board Vessels
Protection & Indemnity:
AIMU Protection and Indemnity SP-23 (Revised 1-56)
AIMU Pollution Exclusion Clause (P & I) & Buyback Endorsement A 26 (May 9, 2011)
P&I Combined Single Limit Endorsement
Medical Payments
Crew Exclusion

Hull and Protection & Indemnity

Vessel Name	Details	Rate	Insured Value	ductible
Wave Runner	**Vessel Type:** Harbor Craft **/Serial Number:** VX1100A **/Year Built:** 2017 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 10,923	USD 1,000
Marine Boat	**Vessel Type:** Harbor Craft **/Serial Number:** BUJ70216J607 **ear Built:** 2007 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		US 4,636	USD 500
Jet Ski	**Vessel Typ :** Harbor Craft **/Serial Number:** UM-YAM A01 1617 **Year Bu lt:** 2016 **/ Vessel Flag:** United St tes **/Maximum Pass ger** 0 **/ ximum Crew:** 0		USD 7,000	USD 500
Inflatable Bo	**Ve sel Type:** Harbor Cra t **/Serial Number:** C606 **/Year Built:** 2006 **/Vessel Flag:** ited States **/ Ma imum Passengers:** 0 **/ Maximum Crew:** 0		USD 17,000	USD 1,000
Police Boat	**Vessel Type:** Harbor Craft **/Serial Number:** C313 **/Year Built:** 2013 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 34,000	USD 1,000

Specimen

Hull and Protection & Indemnity

Vessel Name	Details	Rate	Insured Value	Deductible
Wave Runner	**Vessel Type:** Harbor Craft **/Serial Number:** L617 **/Year Built:** 2017 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 47,000	USD 1,000
Inflatable Boat	**Vessel Type:** Harbor Craft **/Serial Number:** 1405 **/Year Built:** 2006 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 17,[illegible]00	USD 1,000
Wave Runner	**Vessel Type:** Ha bor Craft **/Serial Number:** YAMA0512D525 **/Ye Built:** 2025 **/Vessel Flag:** United St[illegible] **/ Maximum Passengers** 0 **/ Maximum C[illegible]w:** 0		USD 42,937	USD 1,000
Wave Runner	**Vessel [illegible]pe:** H C[illegible]aft **/Serial Number:** YAMA0517D525 **/Year Bu[illegible]t:** 2025 **/V[illegible]ssel Flag:** [illegible] States **/ M[illegible]ximum Passengers:** 0 **/ Maximum Crew:** 0		USD 42,937	USD 1,000
Wave Runner	**Vessel Type:** Harbor Craft **/Serial Number:** Y[illegible]MA1100I425 **/Year Built:** 2025 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 42,937	USD 1,000

Specimen

Hull and Protection & Indemnity

Vessel Name	Details	Rate	Insured Value	Deductible
Wave Runner	**Vessel Type:** Harbor Craft **/Serial Number:** YAMA0464J425 **/Year Built:** 2025 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 42,937	USD 1,000
300XXL SP AMS ES	**Vessel Type:** Harbor Craft **/Serial Number:** 3B590169 **/Year Built:** 2025 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 403,294	USD 10,000
Jet Ski Model Ultra 310Lx S	**Vessel Type:** Harbor Craft **/Serial Number:** KAW80406L223 **/Year Built:** 2023 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 22,496	USD 1,000
Inflatable Boat	**Vessel Type:** Harbor Craft **/Serial Number:** PTJ22055 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 5,000	USD 500
Inflatable Boat 1 Model #A-A430001M	**Vessel Type:** Harbor Craft **/Serial Number:** USA18288I405 **/Vessel Flag:** United States **/ Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 5,000	USD 500
Inflatatble Boat 17' Rescue	**Vessel Type:** Harbor Craft **/Serial Number:** IMG5DR112K617 **/ Vessel Flag:** United States **/Maximum Passengers:** 0 **/ Maximum Crew:** 0		USD 8,000	USD 500

Specimen

Premium Recapitulation

	Annual Premium	Check Option Accept	Reject
Hull and Protection & Indemnity			
Premium	**$16,575.00**	☑	☐
Optional - TRIA	$325.00	☐	☑

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

Daniel Duggar, City Manager

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 5/9/2026. After this date terms and conditions are subject to change by the underwriters.

2. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**

3. Not all coverages requested may be provided in this quotation.

4. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**

5. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.

6. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.

7. Higher limits of liability may be available. Please consult with your agent.

8. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.

9. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/.

Guide to Bests Ratings		
Best Category	**Rating**	**Description**
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	**I**	Less than $1,000,000
	II	$1,000,000 - $2,000,000
	III	$2,000,000 - $5,000,000
	IV	$5,000,000 - $10,000,000
	V	$10,000,000 - $25,000,000
	VI	$25,000,000 - $50,000,000
	VII	$50,000,000 - $100,000,000
	VIII	$100,000,000 - $250,000,000
	IX	$250,000,000 - $500,000,000
	X	$500,000,000 - $750,000,000
	XI	$750,000,000 - $1,000,000,000
	XII	$1,000,000,000 - $1,250,000,000
	XIII	$1,250,000,000 - $1,500,000,000
	XIV	$1,500,000,000 - $2,000,000,000
	XV	Greater than $2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS OR COVERAGES YOU REJECTED IN THE UNDERLYING INSURANCE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐	I hereby elect to purchase terrorism coverage for a prospective premium of $325.00
☑	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

NAV-ML-TERRD (01/15)

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-066- Approve a Piggyback Agreement with Samsara Inc. under Sourcewell Contract #102924-SAM for Fleet Management Technology Services, including GPS tracking, safety cameras, and asset monitoring, in an Annual Amount Not to Exceed $142,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-066.

Explanation of Request: The City currently utilizes Samsara Inc. for fleet GPS tracking, safety cameras, and asset monitoring across multiple departments. The existing agreement expires on April 27, 2026.

The proposed piggyback agreement under Sourcewell Contract #102924-SAM provides competitively solicited pricing and allows the City to continue these services without disruption. The agreement establishes an annual amount not to exceed $142,000. The term of the agreement will commence upon execution and continue through April 23, 2029, with three (3) one-year renewal options, subject to the terms of the Sourcewell contract. The use of the existing platform avoids transition costs, operational disruption, and retraining associated with implementing a new system.

This purchase will be made under the Piggyback Exemption authorized by the City's Purchasing Policy. Piggyback contracts provide significant value to the City of Boynton Beach by offering a cost-effective and efficient method of procurement. Leveraging contracts competitively awarded by other governmental entities allows the City to avoid issuing its own formal solicitation, which can be time-consuming and resource-intensive. This process accelerates access to needed goods and services while benefiting from favorable pricing achieved through economies of scale. Additionally, piggyback agreements utilize vendors who have already undergone a rigorous competitive evaluation, reducing administrative workload and mitigating risks associated with vendor performance. Overall, piggyback procurement streamlines operations, saves taxpayer dollars, and supports timely and effective service delivery for City departments and residents.

How will this affect city programs or services? This action ensures uninterrupted fleet management services that support daily City operations. Continued use of the Samsara platform maintains real-time vehicle tracking, safety camera systems, and asset monitoring utilized across multiple departments.

These services improve response times, enhance operational efficiency, and strengthen

accountability. No negative impacts to City programs or service levels are anticipated.

Budgeted Item: Yes

Account Line Item and Description: 501-2516-519.46-91 / SOFTWARE MAINTENANCE
431-2515-534.46-91 / SOFTWARE MAINTENANCE

Fiscal Impact: Budgeted item

Attachments:
R26-066 Agenda_Item__4385-2026_Resolution_for_Samsara_piggyback_agmt.docx
Exhibit A to Resolution - signed agmt Samsara- City of Boynton Beach Piggyback Agreement
Samsara Contract 102924
Exhibit A - Master Agreement - 26-045PB - Samsara Inc
Samsara 102924 - Pricing Sheet
COI Samsara

RESOLUTION NO. R26-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT BETWEEN THE CITY AND SAMSARA, INC., FOR FLEET MANAGEMENT TECHNOLOGIES WITH RELATED SOFTWARE SOLUTIONS IN AN ANNUAL AMOUNT NOT TO EXCEED 142,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, on September 10, 2024, the Sourcewell, a State of Minnesota Local Government Unit and Service Cooperative, issued Request for Proposals ("RFP") No. 102924 for Fleet Management Technologies with Related Software Solutions ("Services"); and

WHEREAS, Sourcewell found Samsara, Inc., ("Vendor") to be a responsive, responsible bidder, and awarded it a four-year contract commencing June 6, 2025, and terminating April 23, 2029, with an option for up to three (3) additional one-year extensions ("Master Agreement"); and

WHEREAS, the City of Boynton Beach is a Sourcewell participating agency (Account # 21407); and

WHEREAS, the City desires to obtain the Services from Vendor; and

WHEREAS, Sourcewell instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Agreements awarded by the Participating Procurement Agency; and

WHEREAS, the City's Purchasing Policy Section X – 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; 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 Piggyback Agreement between the City and Samsara, Inc., for Fleet Management Technologies with Related Software Solutions in an annual amount not to exceed 142,000.

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 Piggyback Agreement between the City and Samsara, Inc., for Fleet Management Technologies with Related Software Solutions in an annual amount not to exceed 142,000 (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. The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount.

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 Maria Rozwadowski to forward to the Vendor.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-066

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SAMSARA, INC. FOR FLEET MANAGEMENT TECHNOLOGIES WITH RELATED SOFTWARE SOLUTIONS

This Piggyback Agreement is made as of this __ day of _____, 20__, by and between Samsara, Inc., a Delaware corporation registered to do business in the State of Florida, with a principal address of 1 De Haro Street, San Francisco, CA 94107, hereinafter referred to as "Vendor" or "Samsara," 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" or "Customer."

RECITALS

WHEREAS, on September 10, 2024, the Sourcewell, a State of Minnesota Local Government Unit and Service Cooperative, issued Request for Proposals (RFP) No. 102924 for Fleet Management Technologies with Related Software Solutions ("Services"); and

WHEREAS, Sourcewell found Samsara, Inc. ("Vendor") to be a responsive, responsible bidder, and awarded it a four-year contract commencing June 6, 2025 and terminating April 23, 2029, with an option for up to three (3) additional one-year extensions ("Master Agreement"); and

WHEREAS, the City of Boynton Beach is a Sourcewell participating agency (Account # 21407); and

WHEREAS, the City desires to obtain the Services from Vendor; and

WHEREAS, Sourcewell instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Agreements awarded by the Participating Procurement Agency; and

WHEREAS, the City's Purchasing Policy Section X – 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**.

WHEREAS, the City's use of and access to Samsara Software Systems and Products shall be subject to the Samsara Terms of Service ("Terms of Service"), which are hereby incorporated by reference and attached to this Agreement as Exhibit B and any Capitalized terms used by not otherwise defined herein shall have the meaning ascribed in the Terms of Service.

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 into this Agreement.

2. **TERM:** The term of this Agreement commences on the date in which the City accepts this Agreement and will remain in effect until April 23, 2029, with three (3) one-year renewal options (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.

3. **CONTRACT TERMS:** The Vendor agrees to provide Services to the City on the same terms and in the same manner outlined in the Term of Service and Article 1 and Article 3 of Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Terms of Service or Article 1 and Article 3 of 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 "Sourcewell, a State of Minnesota Local Government Unit and Service Cooperative" 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 One Hundred Forty-Two Thousand Dollars ($142,000.00). The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

4. **NOTICES:** Except as otherwise set forth in the Terms of Service, 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:

Samsara, Inc.
Attn: Legal Notice
1 De Haro Street
San Francisco, California 94103
Telephone: (415) 870-6315
Email: legalnotices@samsara.com

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

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

   Invoices shall show the nature of the service and dates(s) of service. Vendor shall provide a W-9 with the first invoice.

   Payment will be made within 45 days of receipt of a 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.

6. **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, provided that the City provide the Vendor with proof of tax-exempt status.

7. **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.

8. **ATTORNEY'S FEES:** Except as otherwise set forth in the Terms of Service, if either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. To the extent applicable, the Vendor shall materially 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 written 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 required by applicable law for the duration of the contract term and, following completion of the contract, and Subject to the Terms of Service, 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. During the contract, and Subject to the Terms of Service, to the City, at no cost to the City, may export Customer Data at any time through the export features in the Samara dashboard or via the Samsara API. All records stored electronically by Vendor must be provided to the City, upon written request from the City's custodian of public records, provided that such stored records are not confidential or proprietary and exempt from public record disclosure requirements .

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

10. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Vendor represents that, as of the date of this Agreement, 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 material compliance with Section 286.101, Florida Statutes, for the duration of the Term.

11. **E-VERIFY**. Vendor shall materially 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 materially 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.

12. **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 for a proper invoice, as outlined in 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.

13. **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.

14. **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.

15. **DISPUTES:** Subject to Section 19 of the Terms of Service, any disputes that arise between the parties regarding the performance of this Agreement that cannot be resolved through negotiations may be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

16. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. 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.

17. **TERMINATION FOR LACK OF APPROPRIATION OF FUNDS:** The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of such Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs. .

18. **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 materially neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such material neglect or failure continues for thirty (30) calendar days after receipt by Vendor of written notice of such neglect or failure.

19. **INDEMNIFICATION FOR INTELLECTUAL PROPERTY:** Samsara will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Samsara's obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara's right to provide the Products is enjoined or in Samsara's reasonable opinion is likely to be enjoined, Samsara may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided by Customer; or (e) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

20. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting that it has commercially reasonable insurance in place to provide the Products. The Certificate of Insurance shall

name the City of Boynton Beach and its officers, employees, and agents as additional insured.

21. **BONDING:** Intentionally Omitted.

22. **LIMITATION OF LIABILITY:** Intentionally Omitted.

23. **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.

24. **COMPLIANCE WITH LAWS:** Vendor and the City hereby warrants and agrees that at all times material to the Agreement, it shall perform its obligations in material 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.

25. **CONFIDENTIAL INFORMATION; GENERATIVE ARTIFICIAL INTELLIGENCE; AND DATA SECURITY**.

    A. **Confidential Information and Generative Artificial Intelligence**. Except as otherwise set forth in any Exhibits, or in writing in advance by the City, Vendor is strictly prohibited from disclosing, uploading, or otherwise making Customer Data available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools. . .

    B. **Data Security; Cybersecurity Requirements**. Subject to the Terms of Service, Vendor shall implement and maintain administrative, technical, and physical safeguards that materially comply with industry practices and all applicable laws to protect Customer Personal Data from unauthorized access, disclosure, alteration, and destruction. Vendor shall notify the City in writing without undue delay of any actual breach involving Customer Personal data. Vendor shall cooperate fully with the City in investigating, mitigating, and remediating the incident at Vendor's sole cost. Vendor shall ensure that all subconsultants comply with the requirements of this section.

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 with 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. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement and the Terms of Service, 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.

28. **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.

Signature Page to follow

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last set forth below.

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Tammy Stanzione, Deputy City Clerk

SAMSARA, INC.

A. Eltoukhy
_____
(Signature) Samsara, Inc.

Adam Eltoukhy
_____
Print Name of Authorized Official

Executive Vice President, Chief Legal Officer
_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
MASTER AGREEMENT BETWEEN SAMSARA INC. AND SOURCEWELL RFP AGREEMENT NO. 102924-SAM

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

MASTER AGREEMENT #102924
CATEGORY: Fleet Management Technologies with Related Software Solutions
SUPPLIER: Samsara Inc.

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 Samsara Inc., a Delaware corporation located at 1 De Haro Street, San Francisco, CA 94107 (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 Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

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 23, 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 #102924 to Participating Entities. In Scope solutions include:

   a. Fleet management information systems;
   b. Fleet technology related hardware solutions;
   c. Related software solutions;
   d. Fleet telematics;
   e. Geofencing solutions;
   f. Motor pool and fleet sharing solutions services;
   g. Integrated video solutions; and,
   h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

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:**

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in material 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, 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 all hardware solutions are subject to Supplier's Hardware Warranty and RMA Policy set forth at https://www.samsara.com/legal/hardware-warranty.

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. For the avoidance of doubt, the Terms in this Article 2 do not apply as between Supplier and a Participating Entity.

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.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Each party reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other similar changes. 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 either party 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 third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any material breach 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 Solutions under this Agreement used in accordance with the Terms of Service (as defined below). Sourcewell's

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responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier be liable to Sourcewell for incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services.

Supplier's indemnification and hold harmless obligations under this Section are contingent upon: (a) Sourcewell providing Supplier with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Supplier, at Supplier's expense, in the defense and settlement of such claim; and (c) Supplier having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Supplier will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

In no event will Supplier's total aggregate liability, including to Sourcewell and any of its affiliates, arising out of or in connection with this Agreement or from the use of or inability to use Supplier's SaaS products exceed the amounts Supplier has paid to Sourcewell hereunder during the twelve (12) months preceding the event giving rise to the damage. Notwithstanding the foregoing, this limitation shall not apply to liability arising from Supplier's gross negligence, willful misconduct, or violation of 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. Sourcewell agrees to abide by the terms of Supplier's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

   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.**

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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.

e) **Publicity.** Any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for a party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

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 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) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

23) **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 per 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. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including

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construction defect, liability assumed under an insured contract, 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, upon request, 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 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.

24) **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.

25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party's obligations under this Agreement for any transactions entered with

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Participating Entities through the date of termination, including, as applicable, 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 Warranty and Other Terms.** Supplier's proposal may include proposed terms relating to shipping 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, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, 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.

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.** Notwithstanding anything to the contrary herein, in order to purchase from Supplier under this Master Agreement, any purchase order shall be subject to Supplier's then-current terms of service at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service ("Terms of Service"). 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 mutually agreed to by Supplier and 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

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dispute resolution, governing law and venue, non-appropriation, insurance, 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 mutually agreed to by Supplier and 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, but any Participating Addendum shall at least include the then-current Terms of Service by reference.

Sourcewell	Samsara Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Adam Eltoukhy 5649DAAA31CA47F...
By: _____	By: _____
Jeremy Schwartz	Adam Eltoukhy
Title: Chief Procurement Officer	Title: Chief Legal Officer
Date: 6/6/2025 | 3:50 PM CDT	Date: 6/6/2025 | 11:33 AM PDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Samsara, Inc.
Address:	1 De Haro Street San Francisco, California 94103
Contact:	Samantha Kriegsman
Email:	samantha.kriegsman@samsara.com
Phone:	415-870-6315
HST#:	

Submission Details

Created On:	Tuesday September 10, 2024 13:16:43
Submitted On:	Tuesday October 29, 2024 12:23:26
Submitted By:	Maelle Collin
Email:	maelle.collin@samsara.com
Transaction #:	e56a518a-5ef4-4d47-8384-82c155bb7f9d
Submitter's IP Address:	136.226.54.196

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.	Samsara Inc.	*
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).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#020221-SAM	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 334220 and 518210	
6	Proposer Physical Address:	San Francisco (Global Headquarters): 1 De Haro Street, San Francisco, CA 94107.	*
7	Proposer website address (or addresses):	www.samsara.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):	Adam Eltoukhy – Chief Legal Officer adam.eltoukhy@samsara.com (415) 985-2400	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Samantha Kriegsman – Senior Partner Account Executive samantha.kriegsman@samsara.com 562-743-9421	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ned Sheeran – Senior Partner Account Executive ned.sheeran@samsara.com 650-542-1271 Rhonda Eiffe - AVP, Enterprise – Public Sector rhonda.eiffe@samsara.com 818-723-3077	

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.	Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown exponentially. Today we serve over 30,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Samsara is a public company (NYSE: "IOT") led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about Samsara's core competencies include ELD, vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. We continue to invest heavily in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. Samsara prides itself in exceeding customer expectations. In terms of revenue, 42% comes from Vehicle Telematics, 46% comes from Video-based safety, and 12% comes from Apps & Driver Workflows, Equipment, Sites.	*
12	What are your company's expectations in the event of an award?	Samsara has a long-standing business relationship with Sourcewell. Should Sourcewell choose to continue this partnership, we will keep our current resources allocated to Sourcewell and keep on giving them the tools to succeed. Samsara has enabled Public Sector Sales Teams to take the easiest path to purchase through the current contract. Our partnership has allowed for operations to continue successfully during COVID-19, and our Samsara RFP Team has streamlined the procurement process and brought new business to both entities. For concrete examples of customer success, please refer to case studies contained in the Appendix of our response document.	*
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.	For the fiscal years ended February 3, 2024 and January 28, 2023, our revenue was $937.4 million and $652.5 million, respectively, representing year-over-year growth of 44% or year-over-year adjusted revenue growth of 41%. As a publicly-traded company, we publish our 10K reports on our website, here: https://investors.samsara.com/financials/sec-filings/default.aspx	*
14	What is your US market share for the Solutions that you are proposing?	Since its creation in 2015, Samsara has remained the leader of IoT and telematics in North America, for the United States, Canada, and Mexico. Furthermore, Samsara's solution is fully compliant with all US States and the Canadian ELD Technical Standard, streamlining entirely cross-border operations. In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South).	*
15	What is your Canadian market share for the Solutions that you are proposing?	See response above.	*

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.	Samsara has never gone through any 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?	Option B. Samsara products (hardware and software) are designed, manufactured, and distributed all in-house. As such, Samsara identifies as a SaaS provider. This gives Samsara a unique edge because our products and software are both created in house by our own Engineering and Development teams. We sell our own products directly, and sometimes through third-party partners in all our geographies.	*
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.	In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South). The Samsara Vehicle Gateway has the following certifications: FCC, IC, PTCRB, UL62368-1, NOM-221, NOM-208, NOM-019, IFETEL, and Various Wireless Carrier Certs. The device is also FMCSA certified as an ELD solution. The Samsara Dash Cam has the following certifications: FCC, IC, CE, NOM, EN62368. The Samsara Driver App has the following Certifications: FCC IC PTCRB UL62368-1 NOM-221 NOM-208 NOM-019	*
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.	In the past seven years, Samsara and any included possible Responsible Party have never been subject to any debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the recent past, Samsara has been awarded the following: 2024 Best Place to Work – Glassdoor 2023 Artificial Intelligence Excellence Award 2023 Company of the Year – Frost & Sullivan's 2023 Great Place to Work Certified 2022 Sustainability Award - Business Intelligence Group 2022 Campus Forward Award - Ripplematch 2021 Emerging IT Vendors - CRN 2021 AI 50 - Forbes 2021 The Americas' Fastest Growing Companies - Financial Times 2021 America's Best Startup Employers - Forbes 2021 IoT 50 - CRN 2021 AI Excellence Awards - Business Intelligence Group 2021 IoT Analytics Solution of the Year - IoT Breakthrough Awards 2020 Best in Business Awards - Inc. 2020 FreightTech 25 - FreightWaves 2020 Fast 500 - Deloitte 2020 Top SaaS CEOs - Software Report 2020 World Changing Ideas - Fast Company 2020 Cloud 100 - Forbes 2020 Top Startups - LinkedIn 2020 International Business Awards - Stevie Awards 2019 Cloud 100 - Forbes 2019 Top Startups – LinkedIn	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approx. 8%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
22	What percentage of your sales are to the education sector in the past three years?	Approx. 3%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
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.) Utah DGS #PD3906 - 2023 - $164,998.90 2024 - $78,819.85 2. State of Kansas Fleet Management Solutions 53134 2024 - $246,253.36 3.) Minnesota Department of Administration 224308 2023 - $47,105.40 2024 - $307,010.55 4.) New York State IT Umbrella Contract PM69845 2023 - $128,959.63 2024 - $126,247.20 5.) New Jersey Participating Addendum M4014 2023- $26,879.40 2024 - $281,878.89 6.) State of Tennessee SWC 195 Telematics Hardware, Services, and Accessories (71019) 2022- $121,66.14 2023 - $1,638,307.21 2024 - $747,972.64 7.) Iowa Participating Addendum 23244 2023 - $172,079.70 2024 - $746,868.46	*
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?	Samsara GSA contract (GS-35F-327GA) 2021- $558,355 2022- $19,449.99 2023 - $956,054 2024- $1,802,099.69	*

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 and County of Denver	Bill Zollo - Manager, DOTI Fleet Management Division	706-495-8617 william.zollo@denvergov.org	*
City of Sacramento	Alison Kerstetter - Fleet Manager	717-514-5989 akerstetter@cityofsacramento.org	*
City of Tallahassee	Frank Evans - Business Process Solutions Manager	850-891-1063 frank.evans@talgov.com	*

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.	Samsara currently has over 1,800 employees worldwide entirely dedicated to Sales. This includes Account Development Representatives, Account Executives, Sales Engineers, etc.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Samsara has over 200 partners, referring to those who are qualified to resell our products, across all business units (fleet, industrial, connected sites, etc.). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. Carahsoft) fall under the 'IT systems distributor' industry. We do not have a geographical hub for our partners, we have one in just about every state, distributed evenly across the US.	*
28	Service force.	Samsara currently has over 1,100 employees worldwide dedicated to non-Sales duties. This includes engineers (firmware, hardware, software), customer support, operations teams, and leadership.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be all sent by Samsara directly. We use FedEx services to ship, and can ship overnight to both the US and Canada when inventory is available. Inventory is maintained in the US. Whether customers order through Samsara directly or through a reseller, Samsara remains the sole entity to ship hardware directly from our warehouse.	*

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.	Samsara maintains an incident response plan based on triage of severity/impact. All incidents are logged and Security Incident Management staff are always on call. Following incidents, Samsara performs post-mortem analyses with plans that include corrective measures. Technical support hours are 24x7. Support cases/assistance can be initiated through the Dashboard, via email, and/or live via phone support. Based on internal Samsara data, we answer calls on average within 1 minute and we respond to cases submitted online within 1 hour. We have SLAs tied to initial response times and overall system uptime. Our data shows that we solve over 75% of our support cases within 24 hours. Samsara Technical Support provides initial response service level agreements by issue priority. Support agrees to send an initial response from a Support Specialist within the following time frames on 90% of all interactions. In addition, we have a team of Support Engineers dedicated to providing post-sales support. Our incident response process is detailed here: https://kb.samsara.com/hc/en-us/articles/360057139951-Report-an-Issue P0 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error(s); (ii) notifying Samsara management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; and (iv) initiating work to provide Customer with a Hot fix. P1 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error; (ii) providing the Customer with periodic reports on the status of the corrections; and (iii) initiating work to provide Customer with a Hot fix. P2 Errors - Samsara may include the Fix for the Error in the next Major Release. P3 Issues – usage and general assistance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across continental US, as well as US Territories, Hawaii and Alaska.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We confirm we will be able to serve all geographic areas of the United States and Canada with no exceptions.	*
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.	We confirm we are fully compliant and can support any type of client interested in purchasing our solutions, from fleets with less than 5 vehicles, to government entities with dozens of thousands of vehicles. Our solutions are scalable and can support an unlimited number of users.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Samsara does not have any requirements or restrictions that would apply specifically to participating entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We confirm we are able to extend terms of any awarded master agreement to nonprofit entities, without limitations.	*

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.	With over 3,000 employees worldwide, Samsara uses all sorts of channels to spread information. We offer a team of internal evangelists touring events in North America and beyond, spreading the benefits our customers see in conferences, on social media, in blog posts, LinkedIn, press releases, and so forth. Additionally, we leverage targeted email campaigns and webinars to reach potential clients and provide in-depth insights into our solutions. Our customer database is rapidly growing and with over 30,000 fleets worldwide, we have been seeing a snowball effect of referrals from all sides. Our Marketing and Product Marketing teams have been deeply focusing on localizing content to speak to each audience and address concerns related to specific industries, etc. An example of this has been a heavy investment in the past year reaching out to Québec audiences in Canada, by way of localizing our website and solutions to French Canadian. We invite you to browse our website, as well as check out our LinkedIn page for all latest news. We also target specific industries core to our business, such as K-12, Higher Education Fleet Management, and Government, as described here: https://www.samsara.com/industries/k-12 - https://www.samsara.com/industries/higher-education and https://www.samsara.com/industries/state-local-government	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Samsara carefully monitors performance on our domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we are optimizing our solutions every step of the way. One of our strategies is to target ads to engage with prospects through the websites, associations and industry groups as trusted advisors to government and education customers. We have been invested heavily in SEO, monitoring engagement on LinkedIn, Meta, X, and Instagram, by using targeted ads to engage with prospects. Emails metrics include delivery success rates, unsubscribing rates, open rates, and click rates. Finally, website analytics remain at the core of the data that we rely on to identify trends and the areas which we can improve further.	*
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?	We are happy to continue using our mutually beneficial co-marketing plan, and to keep the two approaches currently in place: If we are speaking with a client already on the Sourcewell membership list, we will be certain to promote our contract with them; If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We will keep on sharing the materials you provide us to highlight the benefits of purchasing through the cooperative. We will continue to educate our sales force on the benefits of Sourcewell and how the contract can add value for all parties throughout the purchasing process. We also train our internal sales force on the availability of Sourcewell to our government and education customers. Finally, in our standard sales process, the Samsara teams are trained to ask customers how they prefer to purchase technology, to fir their personal preference.	*
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.	Our online webstore is our main e-procurement system, which governmental and educational customers have successfully used to streamline their purchasing processes. This webstore can also be used to order replacement hardware, accessories, cables, and add-ons. Sourcewell clients will have access to this webstore.	*

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.	Samsara has a dedicated account team as well as a customer success team that would be assigned after purchasing. Samsara will scope a detailed breakdown of the training required to ensure a successful deployment. All training and implementation costs are included in the software licensing. Each of these live courses will last 1-2 hours and is tailored to administrators, fleet managers, maintenance managers, etc. We take a train-the-trainer approach – we find our most successful customers are the ones who are empowered to lead and share Samsara knowledge with their own employees. In support, Samsara supplies recordings of all web training, along with any documentation used. In addition, we also provide access to the following resources: Learning On-Demand: Samsara Academy is our LMS with guided training paths and hundreds of short tutorial videos. Sourcewell will able to provide administrators with the ability to assign these courses to users and monitor their progress. Learning from Experts: Learn how to use the latest product features from product experts via digital webinars or live classroom-style workshops. Learning from Peers: Check out tips and tricks from Samsara Super Users and learn how to get the most out of your Samsara products. Finally, all users have access to the comprehensive Samsara Knowledge Base online, which provides help articles, guides, and videos to answer almost any question. To see the Knowledge Base, please visit https://kb.samsara.com/hc/en-us. On-site training can be accommodated to complement online training if necessary.	*

42	Describe any technological advances that your proposed Solutions offer.	Samsara believes that while the Information Technology sector has long benefited from software and cloud technology, the industrial connected operations world, with assets and workers in mobile, remote, and rugged environments, has not. Samsara was founded to change that. Our connected operations platform combines hardware, software, and cloud to bring real-time visibility, analytics, and AI to connected operations. The purpose of this platform is to help dramatically improve the Safety, Efficiency, and Sustainability of all operations that power our economy. Samsara's key differentiators are our unified and easy-to-use dual facing camera + telematics platform along with our rapid pace of innovation. Our hardware and software platform is created in-house by Samsara Engineering and provide customers the ability to manage their assets from a single, unified platform for all their assets. This includes real time GPS units, integrated dash cameras embedded with artificial intelligence, asset trackers, wireless sensors such as environmental and door monitors, integrated Wifi, and more. On top of the hardware sits a robust unified software platform that allows users to track and analyze the data coming in from their Samsara devices at a click of the button. Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. Samsara became a public company on the NYSE in 2021 and is continuing to invest heavily, in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. In addition, what truly sets Samsara apart from the competition is our product development feedback loop, and go to market strategy. We listen to our customers, create product & feature development upgrade cycles, and efficiently launch to our customer base. This has allowed us to become a market leader since being founded in 2015. A concrete example of our continuous technological improvement is our Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, Sourcewell can save time on event review and coaching. Drivers also have more control over their own safety experience on the road. Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned Sourcewell coaches. Another example is our release (no later than last week!) of our Drowsiness Detection feature. For further information on this groundbreaking technology, please read: https://samsara.com/blog/drowsiness-detection?utm_source=linkedin&utm_medium=social&utm_campaign=communications	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Related to our Solutions Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), You Group can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behaviour to decrease idling events instances and reduce fuel consumption over time. https://kb.samsara.com/hc/en-us/articles/360042972271-Driver-Efficiency-Report	

With our new Sustainability Report, You can visualize the fleet's carbon emissions over time to measure and compare output to set more accurate reduction goals.

- Track current vs. predicted carbon emissions output to stay on course with annual sustainability goals
- Easily compare carbon emission output by tag to identify your biggest CO2 contributors
- Export emissions data to use in government reporting or internal ESG reports

Related to our Company

When it comes to sustainability, we believe our greatest impact as a company will come from building better technology for our customers. We're invested in helping our customers to:

Save Fuel--Harsh driving, excess idling, and inefficient routing can add up to higher fuel usage. Samsara helps decrease unnecessary fuel use through real-time visibility into driver behavior and insights into route performance. By collecting engine data from each vehicle, Samsara provides unmatched visibility into a fleet's fuel usage, making it easy to identify which truck is idling, which drivers need coaching, and which routes minimize the distance between stops.

Improve energy efficiency--Samsara's industrial monitoring and control products help customers keep tabs on their equipment and machinery with real-time performance reports. Our power meters provide better visibility into equipment energy efficiency to help improve the performance and reliability of pumps and other machinery.

Reduce production waste--Samsara Machine Vision helps product manufacturers perform quality assurance in real time to reduce wasted product by catching production or quality issues immediately. This reduces materials wasted and allows our customers to improve their throughput and yield.

Decrease food waste--Refrigerated transportation of perishable goods has grown by nearly 60% in the last forty years, but without proper temperature control, food spoilage poses a large risk. Samsara's plug-and-play WiFi monitors make it easy to manage cold chain logistics and collect continuous temperature and humidity data. With Samsara temperature monitoring, fleets that store, distribute, or deliver perishable goods can monitor temperatures in-transit to prevent food waste.

Monitor environmental pollutants--In hazardous waste or construction sites, environmental data is highly time-sensitive. Samsara provides continuous, real-time visibility and alerts on data collected from environmental sensors. This helps customers move quickly to shut down operations when dangerous levels of hazardous pollutants are detected, ensuring the safety of field workers and ultimately reducing environmental impact.

Enable zero emissions--Looking ahead, we see that many fleets are looking to take the next leap in sustainability by transitioning to electric vehicles. To facilitate this process, we are committed to building best in class fleet management tools specifically for EV vehicles.

With the help of Samsara, our customers have saved 24 million gallons of fuel used annually across their fleets, which amounts to $80M saved and the equivalent of planting 17M trees.

At Samsara, we look for ways to minimize waste by reducing the volume of materials that end up in our landfills. To help these efforts, we've designed our product packaging to be 100% recyclable.

Our commitment to the environment extends to the people we do business with. We partner with manufacturers who align with our vision for sustainability. As part of our supply chain management, Samsara evaluates all suppliers for their compliance with the Restriction of Hazardous Substances Directive (RoHS). This helps us ensure that no environmentally

		hazardous materials are used in the creation of our products. Samsara's new headquarters at 1 De Haro in San Francisco is the first CLT (cross-laminated timber) building in San Francisco, and the first multi-story CLT building in California. CLT structural panels offer a dimensional stability that's comparable to conventional framing, with a significantly smaller carbon footprint. We welcome you to tour our facility and meet with our executive team. Below we have included specific examples outlining the impact Samsara's products have on sustainability for our customers: City of Fort Lauderdale: In just six months, the team was able to use Samsara to reduce idle time by 20% and fuel consumption by 5%—even as the City's fleet grew to include over 1,700 vehicles. Dohrn Transfer Company: Samsara's products helped contribute to a 2% improvement in yearly mileage, also equal to 150,000 fewer gallons of fuel. Cash-Wa Distributing: By using Samsara's EM wireless temperature sensors across their 220 trailers, Cash-Wa ensures food safety and reduces rejected loads. Hoss estimates a 30% decrease in Cash-Wa's customer credit payouts for improper temperature claims. San Jose Water Company: With the help of Samsara, San Jose Water Company achieves real-time visibility into power meters, PLCs, and sensors across hundreds of pumps and facilities that serve over a million consumers in the greater San Jose metropolitan area. For more information on our commitment to sustainability, please see our latest Environmental, Social, and Governance Report: https://www.samsara.com/company/impact-report	
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.	We measure the carbon footprint of our business operations, including throughout our supply chain, and we track our emissions on the third party Watershed platform. Our services help our customers achieve their sustainability and climate goals. Our product packaging is 100% recyclable. We have committed to reduce our carbon footprint to achieve net zero emissions by 2040, which involves measuring and reducing the environmental impact of our business operations, including in our supply chain. You can also check out in great detail Samsara's green commitment, contained in our ESG report available here: https://www.samsara.com/company/esg/	*
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?	We serve over 30,000 customers across diverse sizes and industries, including state and local governments, K-12 and higher education, federal agencies, utilities, transportation and logistics, field services, food production, energy, construction, warehousing, and manufacturing. On the largest end of the spectrum, we serve clients that spend well into 7 figures per year with Samsara and are heavily invested in our complete platform. These include private agricultural companies, state and local governments, private utility contractors, trucking firms, and more. On the smallest end of the spectrum, we serve clients with 5 vehicles or fewer. We have a significant base of public sector customers as discussed above. These range from cities and counties to state fleets, DOT snow plow fleets, heavy yellow iron, and virtually all types of motorized and non-motorized transportation related assets. All in all, our one-stop-shop allows our customers and participating entities to only deal with one vendor, as opposed to what used to be three or four separate ones. We have included a list of public sector customers of ours for your review, as an Appendix of our response document. These showcase various levels of savings, such as driver exoneration, insurance claims, reduction in driver risk factors, time gains by minimizing administrative tasks for drivers, and much more. We believe our long-term partnership with Sourcewell has been very positive for both parties, and have no doubt we can continue reaching our respective and common goals together.	*

46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	Samsara is GDPR compliant and is ISO 27001, 27017, 27018 and 27701. Additionally, we have re-certified our SOC 2 Type II. North American customer data is stored in AWS data centers in the United States (AWS US-West 2 region in Oregon). EU customer data is stored in AWS data centers in Ireland. Data at rest in Samsara's production network is encrypted using AWS's AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. Samsara has implemented appropriate safeguards to protect the creation, storage, retrieval, and destruction of secrets such as encryption keys and service account. Samsara is built on a secure multi-tenant cloud architecture with logical data separation using a hypervisor. Customer data is logically separated across distributed databases with required authentication checks for every application-layer and data-layer access made to any tenant's data. Data at rest in Samsara's production network is encrypted using AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. All data transmitted between Samsara clients and the Samsara service use strong encryption protocols. We use TLS 1.2 over public networks to protect data in transit. Finally, our SOC2 report includes details related to our security programs and the policies and procedures associated with them. This document is available with a signed SOC2 specific NDA, and can subsequently be requested here: https://security.samsara.com/?gad_source=1&gclid=Cj0KCQjw4Oe4BhCcARIsADQ0csIMw6IfiS5WfcuqXtaUQvvsei-7t_MSIVVPZDIAdsqzyJrJayWBbukaAiHLEALw_wcB For a full overview of our security policies, please see: https://www.samsara.com/company/privacy and https://www.samsara.com/legal/data-protection-addendum	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	Samsara provides capabilities that align with V2G technology and smart city applications through its advanced solutions for fleet electrification and management. While not explicitly offering V2G, Samsara's telematics platform facilitates smart city initiatives by integrating electric vehicles into urban infrastructure: 1: Real-Time Monitoring and Reporting: Samsara offers real-time state-of-charge monitoring for EVs, allowing fleet managers to make informed operational decisions. This feature mitigates range anxiety by providing alerts when battery levels fall, ensuring vehicles are managed efficiently. 2: Data for Infrastructure Planning: Using Samsara's historical charging data, cities like Boston have been able to plan and optimize the placement of EV charging stations, essential for expanding the electric vehicle infrastructure. 3: Integration and API Benefits: Samsara's open API capabilities enable integration with other smart city systems. This feature is useful for incorporating vehicle data into broader city planning and management platforms, promoting efficient energy management and usage. 4: Sustainability and Cost Savings: By leveraging data insights for fuel efficiency and electrification opportunities, Samsara aids cities in reducing their carbon footprint and operational costs, which are key aspects of smart city ecosystems. Through these capabilities, Samsara facilitates the incorporation of EVs into city fleets, promotes efficient energy use, and supports the infrastructure necessary for smart, sustainable cities.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	Accident Management Hours of Service (HoS) data is captured by the vehicle gateway and is continuously uploaded to the cloud where is immediately visible in the Samsara Dashboard. If a gateway is unable to upload data due to lack of network coverage, the unit continues to store all HoS, location, and vehicle data locally. This means that a driver will always be able to show a DOT officer a fully compliant and up to date log, even without a cellular connection. Once connection is reestablished, all data is immediately uploaded to the Dashboard. Compliance teams then access all of this HoS data using the Samsara Dashboard. The Dashboard provides centralized visibility of HoS logs and fleet activity. It allows visibility into real-time location, duty status, HOS logs, and driving hours remaining for any driver in the fleet. Samsara will capture telematic data for a crash via the vehicle gateway (gps, speed, data	

from accelerometer) and video capture via the dash cam (in-cab, forward facing, and any connected cameras via the camera connector) and this combination of data sources can be used to understand more about a serious accident or crash.

In both cases above, the customer compliance teams will have a dedicated Customer Success Manager to assist in these events. In additional, our customer support teams are available 24x7x365 to assist in audits or accidents.

Harsh Events
Our Safety Report provides trend analysis and safety scores, at the organization- and driver-levels, calculated using harsh events and speeding. These reports are also available based on specified groups of drivers and vehicles using tags, tailored to your organization's needs. Samsara helps keep drivers safe on the road with real-time alerts that allow you to quickly identify and coach for safety or compliance violations. Easily customize your alerts to notify you when a driver is speeding or use the HOS report to see if drivers are approaching a compliance violation. Samsara has the ability to trigger at-risk driving behaviors using the accelerometer to trigger events including harsh brakes, harsh turns, harsh accelerations, and crashes. Samsara provides events detected from the Vehicle Gateway such as harsh turn, harsh brake, harsh acceleration, speeding, and AI detected events such as tailgating, mobile usage, no seatbelt, rolling stop signs.

A core focus of the Samsara solution is to provide coaching to drivers and analytics on risk trends and behaviors. The coaching platform comprises configurable in-cab alerting and 'nudges' through spoken commands to assist drivers to self correct 'in the event', as well as a rich cloud based coaching platform with associated analytics, dashboarding and safety scoring, league tabling and program health auditing.

Coaching

Coaching can be achieved both through the platform and via the driver app enabling organizations to drive risk reduction both by face to face sessions where appropriate, or via the app enabling drivers to learn through video clips where they might improve and also to see where they rank against peers.

The CM34 (Samsara's dual-facing dash cam) provides configurable voice feedback to the driver when the harsh event has been detected. As an example, if the CM34 detects mobile phone usage, then an audio alert stating “Mobile phone detected” will be communicated to the driver.

To further enhance proactive driver coaching and more effectively coach your drivers at scale, Samsara have also developed Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, customers can save time on event review and coaching. Drivers also have more control over their own safety experience on the road.

*

Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned customers' coaches.

Customers' authorized admins can configure how many in-cab alerts are triggered to help the driver self-correct before uploading the safety event into the Samsara platform for review by the customers' coaches.

		Driver Scoring For each driver/vehicle in the customers' fleet, Samsara calculates a safety score that you can use to measure driving behaviour over time. You can use the safety score to encourage positive driving behaviours and to coach drivers to reduce unsafe driving practices and minimize the likelihood of accidents. Safety events that influence the safety score for a driver/vehicle include harsh driving, speeding, and AI-detected events such as following distance. Samsara assigns a weight to each behaviour to highlight the severity of risky driving behaviours. By default, Samsara sources benchmark data from mixed vehicle Samsara fleets and uses this data to calculate the weight. The higher the severity of the behaviour, the higher the level of impact to the safety score. Customers can use the default settings to calculate the safety score or refine the calculation for specific driving behaviours. Samsara calculates the safety score using a mix of harsh events, speeding events, and AI-detected unsafe driving behaviour events over time. To help customers quickly and easily identify safety score severity, the Samsara dashboard displays safety scores with the following default RAG based colour-coded indicators to represent the range of the safety score performance with the ability to configure the safety score performance band ranges of the fleet. Samsara automatically calculates the safety score for drivers and vehicles. If you view multiple drivers or vehicles, such as in the Safety Overview, the calculation aggregates the total behaviour data. You can calculate the safety score of each driver or vehicle using the following equation: Safety Score = 100 - (sum of all score impacts) Where the sum of all score impacts is total value of the impact to the safety score for all unsafe driver behaviours. The calculation of the impact to the safety score is dependent on the behaviour type: Speeding behaviours: (Time spent speeding x weight) / (total time driving / 100) AI Following Distance, AI Distracted Driving: (Number of events x weight) / total time driving All Other Behaviours: (Number of events x weight) / (total miles driven / 1000) To reinforce positive driving behaviours such as Defensive Driving, the weight is a negative value; therefore, subtract the impact score value from the score impact calculation. Additionally Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), Sourcewell can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behavior to decrease idling events instances and reduce fuel consumption over time. Samsara also offers Connected Training. With pre-uploaded courses in the Samsara dashboard, managers can now send training videos or courses to drivers and track the status on these training sessions. Samsara also offers a separate license if customers have their own in house training material or videos they would like to upload into Samsara to share with drivers.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	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	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Samsara's standard payment terms are Net 30 days. We will be happy to keep the same payment terms as the ones currently in place.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of each participating entity.	*
60	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.	Terms of Service: https://www.samsara.com/legal/platform-terms-of-service Service Level Agreements: https://www.samsara.com/legal/hosted-software-sla Blank Order Form attached in the documents	*

61	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?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.	*
62	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.	Samsara offers line-item discounts on a case-by-case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please refer to the pricing provided as part of our response, which contains all applicable SKUs offered to Sourcewell, including detailed pricing data and discounts. Additionally, please see Samsara's latest warranty policy: https://www.samsara.com/support/hardware-warranty	*
63	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.	Samsara is offering a 2% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see full details in the attached price sheet.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager directly during the purchasing process.	*

65	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.	Samsara has an open integration ecosystem based on our public API. We make it easy for software providers to connect to the Samsara cloud for system of record data on physical operations in the context of a mutual customer. Learn more on the developer site: https://developers.samsara.com/docs Samsara is an industry leader with an ecosystem of more than 200 connected apps and integrations. Learn more on App Marketplace: https://www.samsara.com/resources/marketplace/ The App Marketplace program is managed by the Samsara Product: Platform team. We are constantly adding developer tools and features to make it easier for partners to build with Samsara and for our customers to take advantage of data sharing between platforms for a more integrated tech stack. Integrations must be fully vetted to be listed on App Marketplace, including: technical documentation on how the integration works including the API endpoints used, frequency that data is retrieved/posted, data access scopes required, enablement steps and support resources. Every integration must be proven out in a production environment before being listed publicly. More than 8,000 Samsara customers use integrations. Among the 200+ integrations on App Marketplace, the most popular are used by more than 1,000 fleets. To see what 3rd party developers see about App Marketplace: https://docs.google.com/presentation/d/1WjQ58ldDd2-v9_VJW1p8C7CQNCACWKHvTEoc7TGh8FQ/edit While some of these partners listed may have their own fees for certain integrations, Samsara never charges extra for an existing pre-built integration. Should a customer wish to build a new integration from the ground up, an individual quote will be supplied for each such request. Cost will be determined on a case-by-case basis. This could also be a custom success or support program that a customer might request above and beyond our typical implementation and customer success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy each request. As for installations, over 95% of Samsara customers choose to self-install, as our hardware are plug-and-play and typically take about 15 minutes to install (vehicle gateway only), up to 30mins (vehicle gateway + dash cam). Should a customer prefer to call in a third party to install our hardware, we will happily supply them with a list of certified installers upon request.	*
66	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.	Applicable taxes Shipping & Handling Installation (if a customer does not wish to self-install)	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara has a long-term partnership with FedEx Freight, where shipping costs are calculated based on the size and destination of the order, and these costs are added to the customer's invoice as a separate charge. The process is as follows: Customer sends final vehicle and asset lineup to Samsara; Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order; All shipments are FOB origin, where freight is pre-paid and added to the customer's invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and offshore deliveries all follow the same process as listed in the previous response.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We pride ourselves on our customer service and support, available 24/7/365 via toll free phone, email and online chat. Most phone calls are answered in <1 minute, emails are usually answered in <1 hour and most cases are resolved in <24 hours. Equipment is generally available to ship within two weeks of order receipt. In many cases we can ship overnight if expedited service is requested. For orders of a thousand or more, we prefer to have insight to the proposed schedule so that we can smooth the supply chain and ensure customer satisfaction. Supply chain is a significant area of competitive advantage where Samsara has invested heavily over the years to avoid disruptions. Because Samsara designs and builds proprietary devices, we are able to control the supply chain. Should a piece of hardware not be satisfactory upon receipt, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit to launch an internal investigation. We have received positive feedback from our customers, as competitors in the industry do not offer such levels of shipping and warranty.	*
70	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.	Samsara utilizes both a transactional Customer Satisfaction score based on a survey after every support case, as well as a periodic NPS survey to measure the quality of the services provided. Samsara takes a long term partnership approach with our customers. From day one our team provides dedicated pre-sale, implementation, training, customer success and 24/7 support services to ensure a successful rollout and continued success We also provide access to our Product Development teams to hear your feedback to help guide future enhancements and new features. As part of the quoting process, Samsara's sales force inputs the 'contract vehicle' information upon processing a quote, at which point the Sourcewell contract number is automatically applied to the quote. Our operations team then collects this information for reporting purposes each quarter. As part of our commitment to exceptional quality, Samsara offers the most complete warranty on the market . The warranty lasts as long as you are a Samsara customer. This is a full replacement warranty , so if a device fails, we ship you a new replacement device and a return label for the faulty device. More information can be found here: https://www.samsara.com/support/hardware-warranty. Finally, Samsara guarantees 99.99% uptime. Please see our Hosted Software SLA for more information: https://www.samsara.com/legal/hosted-software-sla/	*
71	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.	Samsara has had a long-term successful partnership with Sourcewell. As such, we do not intend on changing the way we have been conducting business with Sourcewell, and will allocate the same level of internal resources to keep this relationship strong. Samsara has assigned two Partner Account Managers, one Partnerships Director, and one Legal Associate to Sourcewell in order ensure growth of the partnership. Quarterly reporting on usage of the contract is shared with sales leadership.	*

72	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.	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event of an award.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please see our Pricing attached as a document.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Samsara is the only company in the industry with a fully vertically integrated platform offering real-time GPS, WiFi connectivity, Reporting, Telematics, Safety, Industrial, and Connected Worker offerings. There are companies that compete with individual offerings, yet we have no competitor that offers the full connected operations platform that Samsara does. In short, clients select Samsara over its competitors because Samsara enables them to achieve better business results with fewer vendors, logins, subscriptions, costs, etc. We combine powerful hardware, world-class software, and elite professional service teams at no additional cost to drive dramatic and profitable results in our clients' operations. As a result Samsara has seen tremendous growth in the market with over 30,000 customers and becoming a public company in 2021. Please see below for a breakdown of each service and the key takeways: Safety: Protect your team with AI-enabled cameras and coaching AI Dash Cams Driver Coaching Safety Reports Telematics: Manage your fleet in real-time, from one dashboard Real-time GPS and diagnostics Routing and Dispatch OEM Telematics Equipment Monitoring: Track and manage equipment, trailers, and other assets Trailer Tracking Equipment Tracking Advanced Monitoring Site Visibility: Manage facilities and remote sites with video security Incident Investigation Automated Alerts Remote Visibility Mobile Experience Management Remote support into company-provided smartphones and tablets Straightforward policy configuration Device Monitoring Samsara's Safety and Telematics solutions are also available on the FirstNet network as a "Trusted" solution. FirstNet Built with AT&T operates in all U.S. states and territories and supports emergency communications nationwide. Built using commercial standards, it is resilient, interoperable and and able to provide optimal levels of operational capability during emergencies to first responders and agencies supporting them. Samara's FirstNet Trusted status reflects the designation given to devices and other technologies that meet the stringent security, reliability, and performance standards set by FirstNet. The "Trusted" label signifies that a product or service has undergone rigorous testing and evaluation to ensure it can effectively support the critical needs of first responders during emergencies and daily operations.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see response above.	*

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	

76	Fleet management information systems	◉ Yes ○ No	Samsara complies with this requirement. We have pre-built integrations with most leading FMIS systems to include vehicle location information and maintenance data among other data points. In the event that a pre-built integration does not exist today, we will work with the FMIS system to get this completed as quickly as possible and based on your guidance. Samsara is currently able to sync our Vehicle Gateway and Asset Gateway data such as trip history, engine runtimes, fault code analysis and odometer data. Additionally, we can also trigger work orders to be created when faulty DVIRs are submitted, with service requests being directly sent to technicians.	*
77	Fleet technology related hardware solutions	◉ Yes ○ No	Samsara has a large internal quality organization that looks after hardware, firmware, and software quality. In addition to this, we leverage our manufacturing partners' quality/reliability teams to provide additional test capacity. These teams are in place to deal with any issues and questions that arise during manufacturing. Samsara works to maintain current quality standards while focusing on an industry leading rate of innovation. Samsara's SaaS platform system leverages AWS infrastructure, which is ISO 27001 certified. We undergo SOC2 type II audit. Our software development teams have a QAP in place. The purpose of the program is to account for Accountability for the Samsara product lifecycle and platform. The product quality program spans Design, PM, Engineering, and QE. Each Product Group has an assigned advising QE. This QE adviser provides consultation, review, and/or sign-off on test planning. Products have hands-on, direct QA testing support (ie drive testing on ELD or firmware testing). In addition, Samsara hardware is proprietary, engineered in-house, and intended for industrial applications, including manufacturing, oil and gas, trucking / distribution, etc. Our hardware is designed in-house using industrial grade materials -- such as polycarbonate plastics, steel, aluminum and industrial rated electrical components. Each of hardware product datasheet's detailed in our proposal show the individual certifications that our hardware has achieved.	*

			Our hardware is designed to withstand (when applicable): IP69k ingress protection (intended for industrial wash applications) Rugged vibration testing (ISO16750, random vibration testing of 32hrs/axis up to 1000hz) Extensive thermal cycling (-40C to 85C) Drop testing Among other tests as part of a comprehensive reliability test suite Our reliability test suite is intended to stress our products and accelerate aging to simulate real life wear and tear of our products. We design our products to survive throughout the service life. The random failures that do occur, while unexpected, are analyzed internally and the information is used to improve the robustness of our products. We set a high bar for ourselves to deliver the most reliable customer experience and regularly sample our reliability to the competition, the market and adjacent markets to ensure that we meet stringent quality standards. We provide intelligent device health reporting that will allow you to immediately tell if a device is having issues before a vehicle ever goes offline, preventing the loss of critical footage or diagnostics information. If a device issue is identified, Samsara is the only solution on the market to provide actionable recommendations to remedy the device, directly from the Dashboard. Overall Samsara are in a very strong position to manage quality as we create both the software and hardware elements of our solution providing us with end to end visibility and complete control over the entire interoperability.	

78	Related software solutions	◉ Yes ○ No	Samsara's ecosystem of products and the Samsara Dashboard are all designed in house. This includes our two applications, available on both iOS and Android devices, our Fleet Management App and our Driver app. The Driver App is an all-in-one app that lets administrators give drivers the right information at the right time, so they can meet demanding schedules with great precision. Administrators can tailor the driver's experience directly from the dashboard or push information from other systems via open APIs. An easy-to-use interface means less paperwork, improved compliance, and greater productivity across your entire fleet. The Samsara Driver App works on any iOS or Android device. The Driver App is included with your Samsara Vehicle Gateway license. The Samsara Fleet Mobile App is built for fleet managers on the move. Whether you are in the office or in the field, the Samsara Fleet Mobile App helps you stay on top of operations with in-app alerts that notify you of events that need attention. Improve safety at the moment with the ability to review safety events, download HD dash camera footage, and share videos in the field. In addition to safety event data, the app provides real-time visibility into vehicle location so you can pinpoint drivers who need assistance and navigate to their location in one click. To help streamline driver and technician workflows, the app also provides diagnostic, HOS, and sensor data. Live ETAs can also be directly shared with customers with a single tap. Fleet Mobile App features are included with relevant licenses i.e. Safety features are included with Video-Based Safety licenses. https://kb.samsara.com/hc/en-us/articles/360040058532-Samsara-Fleet-App-Features	*

79	Fleet telematics	◉ Yes ○ No	Samsara's GPS/Telematics offering is the core of our business and the first product we brought to market. Samsara is 100% focused on creating safer, more efficient and more sustainable operations of vehicle fleets through GPS/Telematics, video based safety and our mobile/online apps designed to digitize and automate all related processes. Based on our strength and focus in this specialized market we have been ranked as one of the fastest growing companies in America for several years. Because we are completely focused on GPS/Telematics and Safety we are able to release over 200 new features annually based on what our customers are asking for and as a result have been growing at nearly 100% annually with the average customer expanding their relationship with us by 25% every year. We have nearly 1,000 public sector fleets and over 30,000 total fleets using Samsara for Telematics, GPS and video based safety today. In total we have over 2,000,000 vehicles being monitored collecting over 4.6 Trillion data points, facilitating over 33 Billion API calls, collecting over 85 Billion minutes of video footage and detecting over 2.4 Billion safety events annually.	*

80	Fleet monitoring and asset tracking	◉ Yes ○ No	Samsara has two forms of Asset Tracking, Powered and Unpowered. Powered asset gateways include the Powered Asset Gateway and Powered Asset Gateway +. The Powered Asset Gateway Plus is ideal for monitoring specialty and refrigerated trailers, off-highway vehicles, heavy equipment, and high-value mobile assets. The Asset Gateway is ideal for monitoring dry-van and flatbed trailers and powered equipment. Both powered asset trackers provide real-time GPS tracking as well as reporting on telematics, utilization, dormancy, etc. Our Unpowered Asset Gateway is a battery-powered Asset Tracking Device for periodic check-in as well as wake-on-motion updates. Samsara's newest product in this space - the Asset Tag- uses bluetooth technology to small, mission critical assets in near real-time. These products are seamlessly integrated into the same dashboard as vehicle trackers and allow for alerts and alarms around movement. The Asset Gateway + & Asset Gateway have GPS and cellular hardware internal to the device, allowing for the tracking of assets. Product Information: Asset Gateway +: https://www.samsara.com/products/models/ag26/ Powered Asset Gateway: https://www.samsara.com/products/models/powered-asset-gateway/ Unpowered Asset Gateway: https://www.samsara.com/products/models/unpowered-asset-gateway/ Asset Tag: https://www.samsara.com/products/models/asset-tag	*

81	Geofencing solutions	◉ Yes ○ No	Samsara provides customizable geofences (https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address) that can be adjusted directly in the cloud dashboard. By default, each new address will have a geofence boundary with a 250 meter radius from the address. Alternatively, you may use the drawing tools to adjust the geofence perimeter or shape to be a box, circle, or multi-point polygon. NOTE: With Samsara, the detailed polygon that you draw for the address will be used for all geofence detections, including automatic detection of route stop arrival and route stop departure. Some other vendors in the market default back to a radius for route-stop events, regardless of a detailed geofence drawing. Once defined, you may also select an Address Type for each geofence, including: Normal Geofence: Assigns a boundary around the address for a region of interest. You can use the geofence for route tracking as start and stop indicators when entering or exiting the geofence. Yard: Unassigned trips contained within this geofence will be automatically annotated for ELD compliance. These automatic annotations should only be used for ELD exempt personnel, such as mechanics, fuelers, or washers. ELD subject drivers should always sign in to the Samsara Driver App and log their appropriate duty status. Risk Zone: Used to highlight dangerous locations where thefts or similar incidents often happen. Risk Zones appear as red geofences in the Fleet Overview It is also possible to use geofences to auto-dismiss safety events within the geofence.	*

82	Motor pool and fleet sharing solutions services	◉ Yes ○ No	Because our hardware is plug-and-play, the motor pool and fleet sharing solutions services can be easily integrated and managed through our cloud-based platform. By using our Driver App, employees can submit digital documents, barcodes, signatures and scans through our Custom Forms or Driver Documents functions. As for understanding which driver drives what vehicle in real-time, Samsara made this is easy through a multitude of driver login options: driver login is linked to their assigned routes within the dashboard. Once a driver begins driving, their assigned route, status, and timing automatically begins, or if using Samsara dual-facing dash cams, drivers will be assigned as soon as a vehicle is started. We also offer an NFC ID card reader.	*
83	Integrated video solutions	◉ Yes ○ No	Samsara offers both the CM33 (forward-facing) and the CM34 (dual-facing) dash cams, as well as the HD Camera Connector. Please see below for a broad overview of our flagship products, also presented in our response document. Samsara's CM33 Front-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM33 is purpose-built to reduce high-risk behaviors, lower safety-related costs, and provide deep visibility into fleet operations. The CM33 analyzes the road in real-time, providing advanced visibility into the cause of accidents. Using artificial intelligence on the edge, the CM33 can instantly detect events such as tailgating and rolling through a stop sign. The CM33's cellular capabilities eliminate the need for manually retrieving memory cards from vehicles or downloading footage from a DVR. Operators can instantly access recent and historical captures from any web browser. The CM34 Dual-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM34 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into	

			fleet operations. The CM34 captures smooth, high-definition video of the road and driver simultaneously, enabling operators to clearly see events of interest. With high-end resolution, 30 frame per second capture, and in-cab Infrared LED for unlit nighttime video, the CM34 provides exceptional performance in a scalable camera system. The CM34 analyzes driver behavior and road conditions in real time, providing unprecedented visibility into leading causes of preventable accidents. Using artificial intelligence on the edge, the CM34 can instantly detect events, such as distracted driving and rolling through a stop sign. The HD Camera connector allows fleets to connect up to 4 high-definition third-party cameras for side, rear, or interior visibility. Fleet and safety manages can bring cloud connectivity to existing cameras and harness the power of 360 degree visibility. With advances in imaging technology, encoding, and wireless data networks, Samsara dash cams bring tremendous quality and features at a fraction of the cost of traditional enterprise-class systems. With no complex wiring or configuration, it's also easy to use. Samsara dash cams install in about ten minutes, and the Samsara Cloud dashboard enables users to access footage without training or IT expertise.	*

84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	◉ Yes ○ No	In August 2019, Samsara achieved a net-zero carbon footprint. Samsara helps its customers achieve their goals for waste reduction, greenhouse gas (GHG) reduction, and renewable energy sources as outlined in Samsara's 2022 Environmental, Social, and Governance Report. https://www.samsara.com/pdf/docs/ESG-Report.pdf Additionally, the Fuel & Energy report displays information about the fuel efficiency, estimated carbon emissions and usage of drivers or vehicles in the fleet. Please see: https://kb.samsara.com/hc/en-us/articles/360042282731-Fuel-Energy-Report Finally, Samsara is a market leader in EV support and is an integral business investment area. We have been investing heavily in the last 2 years on EV model coverage and functionality for fleets that are looking to transition or have already transitioned to EVs. Samsara offers a EV suitability report to help fleets identify potential vehicles that are best candidates to electrify/replace based on user configurable parameters. https://kb.samsara.com/hc/en-us/articles/360062066832-EV-Suitability-Report We work closely with our customers to identify new EV models they are purchasing and invest in R&D to solve the challenge of reading out EV diagnostics such as Odometer, state of charge, state of health, energy consumed and more. Samsara's hardware is designed to be compatible with all vehicle types. The capabilities specific to EVs and Hybrids include electric vehicle management, including a fleet electrification report, real-time charging status & alerts, EV route planning, fuel & energy reporting, an EV charging report, battery health, EV utilization history, & more. For more information, please visit: https://www.samsara.com/products/telematics/electric-vehicles	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - Samsara - Sourcewell RFP Submission 2024.xlsx - Monday October 28, 2024 22:47:16
- Financial Strength and Stability - Samsara - FY24 - 10K Filing.pdf - Monday October 28, 2024 22:44:46
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Blank Order Form.pdf - Tuesday October 29, 2024 12:20:06
- Requested Exceptions - RFP_102924_Master_Agreement_Fleet Management Technologies (Samsara 2024.10.28).docx - Monday October 28, 2024 22:43:28
- Upload Additional Document - Samsara for Sourcewell - October 2024 .pdf - Monday October 28, 2024 22:56:20

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. - Samantha Kriegsman, Senior Partner Account Executive, Samsara Inc.

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_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	☑	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	☑	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	☑	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	☑	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	☑	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	☑	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	☑	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	☑	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	☑	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	☑	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	☑	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	☑	1

Samsara #102924-SAM

Pricing for contract #102924-SAM offers Sourcewell participating agencies the following discounts:

- Samsara has submitted preferred pricing for all public sector accounts within the Sourcewell member pool.
- Additional discounts may be offered based on factors such as purchase volume, payment terms, and strategic importance.
- Samsara is committed to delivering competitive pricing to all Sourcewell members.

RFP #102924
REQUEST FOR PROPOSALS
for
Fleet Management Technologies with Related Software Solutions

Proposal Due Date: October 29, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software 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 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 October 29, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 10, 2024
Pre-proposal Conference:	October 9, 2024, 2:00 p.m., Central Time
Question Submission Deadline:	October 21, 2024, 4:30 p.m., Central Time
Proposal Due Date:	**October 29, 2024,** 4:30 p.m., Central Time Late responses will not be considered.
Opening:	**October 29, 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 contract 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 contract expanding the reach of contracted 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 CONTRACTS

In the United States, Sourcewell's contracts 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 contracts 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 contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts 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 Fleet Management Technologies with Related Software Solutions, including but not limited to:

    a. Fleet management information systems;
    b. Fleet technology related hardware solutions;
    c. Related software solutions;
    d. Fleet telematics;
    e. Fleet monitoring and asset tracking;
    f. Geofencing solutions;
    g. Motor pool and fleet sharing solutions services;
    h. Integrated video solutions; and
    i. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or 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 pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

    a. Fleet Payment Solutions with Related Services (RFP #080620);
    b. Electric Vehicle Supply Equipment and Related Services (RFP #042221);
    c. Fleet Management Services (RFP #030122);
    d. Vehicle Lifts with Garage and Fleet Maintenance Equipment (RFP #121223);
    e. Curb Management Technologies (RFP #120423);
    f. OEM Vehicle Parts and Supplies (RFP #080124);
    g. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services (RFP #081524);

h. Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities (RFP #090624); and,
i. Aftermarket Vehicle Parts and Supplies (RFP #100124).

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 contract. 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 contract.

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 CONTRACT TERM

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.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 90 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract 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 contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts 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 contract 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 "Contract 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 contract 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 contracted 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 contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted 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. CONTRACT

Proposers awarded a contract will be required to execute a contract 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 Contract 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 Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract 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 contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract 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 contracting 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 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.

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 contracts 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 contracts 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 contract 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 contract, 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 contracts 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 contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract 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 contract. 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.

09/13/2024

Addendum No. 1
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Are uploaded documents public domain? Where are they visible after they are uploaded?

Answer 1:

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on material submitted in response to the RFP and applicable public data laws.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/13/2024, is required at the time of proposal submittal.

09/18/2024

Addendum No. 2
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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 there a character or word count limit to the responses submitted in the portal?

Answer 1:

There is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

Question 2:

Where it states on the bid under Evaluation question 2: The number and geographic location of highest-scoring proposers that offer - Could you please specify how much international business beyond Canada Sourcewell and its participating entities anticipate leveraging through this opportunity?

Answer 2:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies 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.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/18/2024, is required at the time of proposal submittal.

09/24/2024

Addendum No. 3
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

For the U.S./Canadian Marketshare, how is Sourcewell defining the market. (% of gov fleets, % of fleets at large, % fleets out of total Sourcewell members that use fleet management via Sourcewell, etc,)

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success to Sourcewell. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/24/2024, is required at the time of proposal submittal.

09/25/2024

Addendum No. 4
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Could you help me to get CAGE code or Unique Entity Identifier (SAM), please?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP. Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/25/2024, is required at the time of proposal submittal.

09/30/2024

Addendum No. 5
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Regarding your statement, At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users, What other purchasing cooperatives do you partner with? Do you partner with BuyBoard, NY State BOCES, 1GPA, or Ohio Schools Council?

Answer 1:

While not an exhaustive list, a few examples include our collaboration with Canoe to incorporate Canada-specific language into our RFP and their advertisement of our tender documents across multiple provinces. Another example is with our partnership with **NCTCOG - Home**. They have created a CP program called **TXShare - Available Contracts** based on promoting Sourcewell competitively awarded contracts. Also, we

have partnered with Omnia for food contracts: **US Foods | OMNIA Partners | Contract Documents**. **Sysco | OMNIA Partners | Contract Documents**.

Question 2:

Is it possible for list pricing to adjust over time based on inflation or otherwise. Also, is a cap/ceiling price required?

Answer 2:

Refer to the Sourcewell Master Agreement, Article 2: Sourcewell and Supplier Obligations, Sub-article 2) Product and Price Changes Requirements, for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the Master Agreement is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.
Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing. Proposers should clearly identify any costs that are not included in the proposed pricing of the equipment, products, or services.

Question 3:

Can you please confirm the required skills for this role?

Answer 3:

Refer to Section II., subsection B. Requested Equipment, Products, or Services in the RFP.

Question 4:

Also, confirm the rate?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or pre-determined locations. Participating Entities' unique needs, and Solutions from awarded vendor(s), will be determined if and when Participating Entities choose to utilize a contract resulting from this solicitation.

Question 5:

Is it onsite or remote?

Answer 5:

See answer #4 above.

End of Addendum

Acknowledgement of this Addendum to RFP 102924, posted to the Sourcewell Procurement Portal on 09/30/2024, is required at the time of proposal submittal.

10/04/2024

Addendum No. 6
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

How will we be invited to the Pre Proposal Conference on 10/9? Can I add an additional employee to the call? Thank you.

Answer 1:

Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference. Instructions will also be sent to all registered plan takers at that time.

Question 2:

Re Table 3 - Ability to Sell and Deliver Solutions. The first requirement in this table is merely stated as 'Sales force' and no specific question is asked. Could you please elaborate, or provide more details, on what it is you would like to know about our sales force?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they

are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 3:

Re Table 3 - Ability to Sell and Deliver Solutions. The third requirement in this table is merely stated as 'Service force' and no specific question is asked. Could you please elaborate, or provide more details, on what it is you would like to know about our service force?

Answer 3:

See Answer 2 above.

Question 4:

Re Table 4 - Marketing Plan. Would you be able to provide specific expectations you might have in terms of what the Marketing Plan of an awarded bidder should include? Are there specific elements of a Marketing Plan that you would want or expect to see, and if so, could you please elaborate?

Answer 4:

Refer to RFP Section II. Solicitation Details, F. Marketing Plan.

End of Addendum

Acknowledgement of this Addendum to RFP 102924, posted to the Sourcewell Procurement Portal on 10/04/2024, is required at the time of proposal submittal.

10/08/2024

Addendum No. 7
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

In Addendum No. 2 - Question 2 – Answer 2 you use the verbiage of requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Is this merely a coincidence that Aftermarket Vehicle Parts and Supplies is the title of another recent Sourcewell bid. if this is a true answer to the actual question?

Answer 1:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Fleet Management Technologies with Related Software 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.

Question 2:

Can you elaborate on whether or not a bidder that does NOT have a strong market share or holding in Canada will be penalized in the scoring process for this specific bid as opposed to a bidder that has both USA and Canada sales.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

Question 3:

Sourcewell notes that, '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 (attached).' However, the Track Changes/redline functionality in the template provided is locked with a password, so we are unable to redline. Could you please provide the password or a new un-locked document?

Answer 3:

The Master Agreement is locked so that you ***can*** make changes, and they will be red-lined, allowing Sourcewell to see the proposed exceptions or changes to the template.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/08/2024, is required at the time of proposal submittal.

10/09/2024

Addendum No. 8
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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 there an estimated volume in which to accurately base line-item pricing?

Answer 1:

Sourcewell does not maintain the requested level of data regarding the participating entities. The estimated volume stated in RFP Section II. E. is based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

Would Sourcewell accept a proposal that would provide hardware/services only to Canada?

Answer 2:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell participating entities or members. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details.

Question 3:

If a vendor is submitting a percentage off of manufacturer list price, do we need to include the current MSRP price sheet for each manufacturer with our submission?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/09/2024, is required at the time of proposal submittal.

10/10/2024

Addendum No. 9
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Financial Viability and Marketplace Success - #17
We can provide our written authorization to act as a distributor/reseller/dealer for the manufacturers listed in our proposal. Is a Letter of Authorization from each manufacturer required to be submitted with our response or can we provide a sampling?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/10/2024, is required at the time of proposal submittal.

10/17/2024

Addendum No. 10
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

We currently have products and services under Sourcewell contract. This contract is not listed on page 4 along with the list of Sourcewell contracts explicitly not included in this scope of services. Would offerings under contracts outside of the list potentially be eligible?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. It is left to the discretion of each potential proposer to determine whether to submit a competitive proposal and whether their equipment, products, and services fall within Sourcewell's requested equipment, products, and services as described in **RFP Section II. B. REQUESTED EQUIPMENT, PRODUCTS AND SERVICES**. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/17/2024, is required at the time of proposal submittal.

10/18/2024

Addendum No. 11
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Re Table 2A: Financial Viability and Marketplace Success, question 14 ('What is your US market share for the Solutions that you are proposing?'): We would like to request clarification on the meaning of the term 'market share' as used in this question. Specifically, do you mean what proportion of our company's sales for the solution category in question are to the US market? Or do you mean what proportion of the total US market for sales of the solution category are specifically from our company?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate its financial stability and satisfy all requirements of the questionnaire tables.

Question 2:

Re Table 2A: Financial Viability and Marketplace Success, question 15 ('What is your Canadian market share for the Solutions that you are proposing?'): We would like to request clarification on the meaning of the term 'market share' as used in this question. Specifically, do you mean what proportion of our company's sales for the solution category in question are to the Canadian market? Or do you mean what

proportion of the total Canadian market for sales of the solution category are specifically from our company?

Answer 2:

See answer 1.

Question 3:

Re Table 2A: Financial Viability and Marketplace Success, questions 14 and 15: Can you confirm that the questions pertaining to market share specifically relate to the AVL market (AVL in turn defined as Automatic Vehicle Location, i.e. system that uses GPS or other technologies to automatically track the real-time location of vehicles)?

Answer 3:

See answer 1.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/18/2024, is required at the time of proposal submittal.

10/22/2024

Addendum No. 12
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

If awarded a contract, when will this contract term begin? Will it supersede any current contracts?

Answer 1:

Each RFP is an opportunity independent of any other prior, current or future RFPs. Please refer to the Master Agreement, Article 1; General Terms; 5) Term.

Question 2:

Can you please confirm whether or not the sale of Open Market items are to be included in the calculation of the Administrative Fee.

Answer 2:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 3:

Each market is different, and for this reason a one-size-fits-all pricing is challenging. Would a tiered pricing approach be acceptable?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Re Table 6, Item 65 Can Sourcewell clarify further what is meant by sourced open market or non-contracted items? Would these be items that aren't included in this contract but that may be available through the vendor as additional or supplemental pieces (e.g. products the vendor offers but that won't be covered under this contract?).

Answer 4:

Generally, a sourced or open market item is a product or service that a participating entity is seeking to purchase under the contract, but that is not among the awarded vendor's offerings. It is typically deemed incidental to the balance of the transaction. Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services. Each proposer, in its discretion, will determine and propose the method and approach for sourced products or related services that align with its business methods.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/22/2024, is required at the time of proposal submittal.

Docusign Envelope ID: 03CC2DD4-4B26-4890-B12F-81D563061BD4

Proposal Opening Record

Date of opening: October 29, 2024

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software 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 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 October 29, 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 #102924 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:

AdvantageOne Technology, Inc., dba Advantage Asset Tracking Corp.	Submitted	Mon Oct 28, 2024 11:00:24 AM
Agile Fleet, Inc.	Submitted	Mon Oct 28, 2024 2:06:43 PM
Air Automotive Tracking, Inc.	Submitted	Tue Oct 22, 2024 10:09:20 AM
AttriX Technologies, Inc.	Submitted	Tue Oct 29, 2024 4:24:11 PM
BizFleets, LLC	Submitted	Tue Oct 29, 2024 12:31:23 PM
BusPatrol America, LLC	Submitted	Tue Oct 29, 2024 4:17:06 PM
BusRight, Inc.	Submitted	Tue Oct 29, 2024 1:29:19 PM
Bytecurve Holdings, LLC	Submitted	Mon Oct 28, 2024 1:58:19 PM
CalAmp Wireless Networks Corporation	Submitted	Tue Oct 29, 2024 3:22:53 PM
Chevin Fleet Solutions, LLC	Submitted	Tue Oct 29, 2024 12:38:36 PM
Collective Data	Submitted	Wed Oct 23, 2024 9:19:40 AM
CompassCom Software Corporation	Submitted	Tue Oct 29, 2024 1:15:23 PM
Consultadd, Inc.	Submitted	Tue Oct 29, 2024 1:52:20 PM
DG Technologies	Submitted	Fri Oct 25, 2024 1:03:57 PM
Dynamic Ideas LLC, dba AlphaRoute	Submitted	Tue Oct 29, 2024 4:21:09 PM
Education Logistics, LLC	Submitted	Mon Oct 28, 2024 5:18:23 PM
Emergent Health Care Solutions, LLC	Submitted	Thu Oct 24, 2024 4:53:04 PM
Energy Mission Control, dba FuSE Carbon Technologies	Submitted	Tue Oct 29, 2024 12:52:43 PM

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Experteers, LLC	Submitted	Mon Oct 28, 2024 6:02:11 PM
Flagship Fleet Managment, LLC	Submitted	Tue Oct 29, 2024 11:37:40 AM
Fleet Analytics, LLC	Submitted	Tue Oct 29, 2024 11:56:47 AM
Flipturn, Inc.	Submitted	Tue Oct 29, 2024 4:21:16 PM
Ford	Submitted	Tue Oct 29, 2024 2:37:09 PM
ForeFront Power, LLC	Submitted	Tue Oct 29, 2024 4:17:47 PM
Forward Thinking Systems	Submitted	Mon Oct 28, 2024 10:32:47 AM
Geotab, Inc.	Submitted	Tue Oct 29, 2024 3:06:38 PM
Global Cloud Fleet, Inc., dba SVR Tracking	Submitted	Tue Oct 29, 2024 2:35:19 PM
Global Tracking Communications, LLC	Submitted	Tue Oct 29, 2024 1:08:13 PM
GoFleet Corporation	Submitted	Tue Oct 29, 2024 3:26:14 PM
GPS Insight, LLC	Submitted	Thu Oct 24, 2024 12:57:18 PM
Hauler Hero, Inc.	Submitted	Tue Oct 29, 2024 1:36:52 PM
Intangles USA, Inc., dba Intangles Lab Corporation	Submitted	Tue Oct 29, 2024 3:39:50 PM
IVS, Inc., dba AngelTrax	Submitted	Fri Oct 25, 2024 5:13:08 PM
Launch Mobility, Inc.	Submitted	Thu Oct 24, 2024 4:38:42 PM
Legion Asset	Submitted	Tue Oct 29, 2024 2:29:25 PM
Lytx, Inc.	Submitted	Tue Oct 29, 2024 2:32:53 PM
Magnum Electronics, Inc.	Submitted	Tue Oct 29, 2024 8:48:49 AM
Motive Technologies, Inc.	Submitted	Tue Oct 29, 2024 9:51:25 AM
MoveEV, Inc.	Submitted	Tue Oct 29, 2024 3:23:03 PM
NeoTreks, Inc.	Submitted	Tue Oct 29, 2024 8:37:05 AM
Nuclear Promise X, Inc.	Submitted	Mon Oct 28, 2024 3:59:44 PM
Olathe Ford Sales, Inc., dba Olathe Fleet Solutions	Submitted	Mon Oct 28, 2024 6:19:20 PM
One Step GPS	Submitted	Mon Oct 28, 2024 1:51:21 PM
Onward Connected, dba Onward Fleet Solutions	Submitted	Mon Oct 28, 2024 4:16:56 PM
Open TV, dba Kudelski IoT	Submitted	Mon Oct 28, 2024 1:17:14 PM
Openlane Technology Corporation	Submitted	Tue Oct 29, 2024 11:50:47 AM
Paladin Drones, Inc.	Submitted	Tue Oct 29, 2024 12:09:16 PM
Parsons Transportation Group, Inc.	Submitted	Tue Oct 29, 2024 1:31:53 PM
PowerFlex Systems, LLC	Submitted	Tue Oct 29, 2024 2:23:22 PM
PreCise MRM	Submitted	Mon Oct 28, 2024 11:05:54 PM
ProLogic ITS, LLC	Submitted	Mon Oct 28, 2024 2:49:53 PM
Quetica Consulting and Engineering	Submitted	Tue Oct 29, 2024 2:48:46 PM
Radio Engineering Industries, Inc. (REI)	Submitted	Tue Oct 29, 2024 12:03:52 PM
Route4Me, Inc.	Submitted	Tue Oct 29, 2024 1:09:20 PM
Routeware, Inc., dba Wastech Corp.	Submitted	Mon Oct 28, 2024 3:25:06 PM
RTA, dba RTA: The Fleet Success Company	Submitted	Tue Oct 29, 2024 9:12:21 AM
S44 LLC	Submitted	Mon Oct 28, 2024 10:42:31 AM
Samsara, Inc.	Submitted	Tue Oct 29, 2024 12:23:26 PM
School Bus Logistics, LLC	Submitted	Mon Oct 28, 2024 1:07:14 PM
SHzoom Technologies Inc., dba UPtime by Shzoom	Submitted	Tue Oct 29, 2024 4:15:23 PM
Smart Planet Software, dba FleetPaths Smart Planet Software	Submitted	Tue Oct 29, 2024 1:31:39 PM

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TALOSYS, Inc.	Submitted	Tue Oct 29, 2024 1:50:46 AM
TELUS Communications	Submitted	Mon Oct 28, 2024 2:36:02 PM
Transfinder Corporation	Submitted	Mon Oct 28, 2024 1:41:21 PM
TRANSFORM DIGITAL, LLC	Submitted	Mon Oct 28, 2024 5:33:02 AM
Trapeze Software Group, Inc.	Submitted	Mon Oct 28, 2024 9:18:40 AM
TT FASTER, LLC dba FASTER Asset Solutions	Submitted	Mon Oct 28, 2024 2:10:20 PM
Tyler Technologies	Submitted	Tue Oct 29, 2024 1:51:34 PM
USCC Services, LLC	Submitted	Tue Oct 29, 2024 10:07:11 AM
Utilimarc, LLC	Submitted	Tue Oct 29, 2024 10:33:33 AM
Utilitac Equipment and Upfitting	Submitted	Tue Oct 29, 2024 12:10:36 PM
Vecima Networks, Inc., dba Nero Global Tracking	Submitted	Tue Oct 29, 2024 2:00:42 PM
Velocitor Solutions, LLC	Submitted	Tue Oct 29, 2024 1:18:05 PM
Vemoco Telematics, LLC	Submitted	Tue Oct 29, 2024 4:22:59 PM
Verizon Connect NWF, Inc.	Submitted	Mon Oct 28, 2024 4:50:02 PM
Via Transportation, Inc, dba Remix Technologies LLC	Submitted	Tue Oct 29, 2024 1:46:54 PM
Zonar Systems, Inc.	Submitted	Mon Oct 28, 2024 1:40:23 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on October 29, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Greg Grunig
7DDDCEFD8B3D45D...

Greg Grunig, M.S., NIGP-CPP,
Procurement Manager

DocuSigned by:
Paul Dotson
948306E349B2428...

Paul Dotson, Procurement Analyst II

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SOURCEWELL
STATE OF MINNESOTA

Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

8/20/2024

Resolution No. 2024_25

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 Arts and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, 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
0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - August 2024

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Artificial Intelligence (AI) Readiness, Implementation, and Support Services
Requesting Board permission to Re-Solicit the following categories:
Facility Assessment & Planning with Related Services
Auction Services with Related Solutions
Fleet Management Technologies with Related Software Solutions
Indefinite Delivery Indefinite Quantity - Kentucky

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Defiant Strength, Inc.	050924-DFT	*"Athletic and Physical Education Equipment with Related Supplies"*
Draper, Inc.	050924-DRP	*"Athletic and Physical Education Equipment with Related Supplies"*
Jaypro Sports	050924-JAY	*"Athletic and Physical Education Equipment with Related Supplies"*
Litania Sports Group dba Porter Athletic and Gill Athletics	050924-PTA	*"Athletic and Physical Education Equipment with Related Supplies"*
The Prophet Corporation dba Gopher Sport	050924-PRO	*"Athletic and Physical Education Equipment with Related Supplies"*
Riddell/All American Sports Corp	050924-RIL	*"Athletic and Physical Education Equipment with Related Supplies"*
School Health Corporation	050924-SHC	*"Athletic and Physical Education Equipment with Related Supplies"*
STEMfinity	050924-STN	*"Athletic and Physical Education Equipment with Related Supplies"*
Dynamic Fitness and Strength	052324-DYF	*"Fitness Equipment with Related Accessories and Services'*
EGYM	052324-EGY	*"Fitness Equipment with Related Accessories and Services'*
Life Fitness	052324-LFF	*"Fitness Equipment with Related Accessories and Services'*
Precor	052324-PCR	*"Fitness Equipment with Related Accessories and Services'*
SportsArt America	052324-SPA	*"Fitness Equipment with Related Accessories and Services'*
TRUE Fitness Technologies	052324-TRU	*"Fitness Equipment with Related Accessories and Services'*
Atlas Toyota Material Handling	053024-ATY	*"Forklifts, Lift Trucks with Related Products and Services'*
Crown Equipment Corporation	053024-CRO	*"Forklifts, Lift Trucks with Related Products and Services'*
Doosan Bobcat North America	053024-DIV	*"Forklifts, Lift Trucks with Related Products and Services'*
Hyster-Yale Group	053024-HYS	*"Forklifts, Lift Trucks with Related Products and Services'*
Hyundai Construction Equipment North America	053024-HCE	*"Forklifts, Lift Trucks with Related Products and Services'*
Manitou North America	053024-MAI	*"Forklifts, Lift Trucks with Related Products and Services'*
Mitsubishi Logisnext Americas	053024-MCF	*"Forklifts, Lift Trucks with Related Products and Services'*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Dover Fueling Solutions	092920-DVR	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Litania Sports/Porter Athletic/Gill Athletics	071819-PTA	*"Athletic and Physical Education Equipment and Supplies with Related Accessories"*
School Health Physical Education	071819-PAL	*"Athletic and Physical Education Equipment and Supplies with Related Accessories"*
Summer PBC	031623-SMR	*"Employee Financial Wellness Programming and Related Employer Sponsored Financial Solutions"*
Sunbelt Rentals	062320-SNB	*"Equipment Rentals with Related Services'*
Sweep America	062421-SWP	*"Facilities Maintenance Services'*
Verizon Connect NWF	020221-NWF	*"Fleet Management Technologies with Related Software Solutions"*
Samsara	020221-SAM	*"Fleet Management Technologies with Related Software Solutions"*
Johnson Controls	070121-JHN	*"HVAC Systems and Related Services"*
Computer Aid	071321-CAI	*"IT Managed Service and Staff Augmentation Solutions'*
Genasys	051321-GYS	*"Public Safety Software"*

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
ACCO Engineered Systems, Inc.	TX-R2-HVAC-052124-AES	Region 2 / Gulf Coast Texas
ACCO Engineered Systems, Inc.	TX-R5-HVAC-052124-AES	Region 5 / Rio Grande Valley

Acumen Enterprises, Inc.	TX-R1-GC-052124-ACU	Region 1 / Central Texas
Acumen Enterprises, Inc.	TX-R1-HVAC-052124-ACU	Region 1 / Central Texas
Acumen Enterprises, Inc.	TX-R1-PLUM-052124-ACU	Region 1 / Central Texas
Acumen Enterprises, Inc.	TX-R2-GC-052124-ACU	Region 2 / Gulf Coast Texas
Acumen Enterprises, Inc.	TX-R2-HVAC-052124-ACU	Region 2 / Gulf Coast Texas
Acumen Enterprises, Inc.	TX-R2-PLUM-052124-ACU	Region 2 / Gulf Coast Texas
Acumen Enterprises, Inc.	TX-R3-GC-052124-ACU	Region 3 / North Texas
Acumen Enterprises, Inc.	TX-R3-HVAC-052124-ACU	Region 3 / North Texas
Acumen Enterprises, Inc.	TX-R3-PLUM-052124-ACU	Region 3 / North Texas
Acumen Enterprises, Inc.	TX-R4-GC-052124-ACU	Region 4 / Panhandle Texas
Acumen Enterprises, Inc.	TX-R4-HVAC-052124-ACU	Region 4 / Panhandle Texas
Acumen Enterprises, Inc.	TX-R4-PLUM-052124-ACU	Region 4 / Panhandle Texas
Acumen Enterprises, Inc.	TX-R5-GC-052124-ACU	Region 5 / Rio Grande Valley
Acumen Enterprises, Inc.	TX-R5-HVAC-052124-ACU	Region 5 / Rio Grande Valley
Acumen Enterprises, Inc.	TX-R5-PLUM-052124-ACU	Region 5 / Rio Grande Valley
Acumen Enterprises, Inc.	TX-R6-GC-052124-ACU	Region 6 / West Texas
Acumen Enterprises, Inc.	TX-R6-HVAC-052124-ACU	Region 6 / West Texas
Acumen Enterprises, Inc.	TX-R6-PLUM-052124-ACU	Region 6 / West Texas
Amstar, Inc.	TX-R1-GC-052124-AMS	Region 1 / Central Texas
Amstar, Inc.	TX-R2-GC-052124-AMS	Region 2 / Gulf Coast Texas
Amstar, Inc.	TX-R3-GC-052124-AMS	Region 3 / North Texas
Amstar, Inc.	TX-R4-GC-052124-AMS	Region 4 / Panhandle Texas
Amstar, Inc.	TX-R5-GC-052124-AMS	Region 5 / Rio Grande Valley
Amstar, Inc.	TX-R6-GC-052124-AMS	Region 6 / West Texas
Basic IDIQ, Inc.	TX-R1-GC-052124-BII	Region 1 / Central Texas
Basic IDIQ, Inc.	TX-R2-GC-052124-BII	Region 2 / Gulf Coast Texas
Basic IDIQ, Inc.	TX-R3-GC-052124-BII	Region 3 / North Texas
Basic IDIQ, Inc.	TX-R4-GC-052124-BII	Region 4 / Panhandle Texas
Basic IDIQ, Inc.	TX-R5-GC-052124-BII	Region 5 / Rio Grande Valley
Basic IDIQ, Inc.	TX-R6-GC-052124-BII	Region 6 / West Texas
Champion Flooring, LLC	TX-R1-F-052124-CFL	Region 1 / Central Texas
Champion Flooring, LLC	TX-R2-F-052124-CFL	Region 2 / Gulf Coast Texas
Champion Flooring, LLC	TX-R3-F-052124-CFL	Region 3 / North Texas
Champion Flooring, LLC	TX-R4-F-052124-CFL	Region 4 / Panhandle Texas
Champion Flooring, LLC	TX-R5-F-052124-CFL	Region 5 / Rio Grande Valley
Champion Flooring, LLC	TX-R6-F-052124-CFL	Region 6 / West Texas
CORE Construction Services of Texas, Inc.	TX-R1-GC-052124-CCT	Region 1 / Central Texas
CORE Construction Services of Texas, Inc.	TX-R2-GC-052124-CCT	Region 2 / Gulf Coast Texas
CORE Construction Services of Texas, Inc.	TX-R3-GC-052124-CCT	Region 3 / North Texas
CORE Construction Services of Texas, Inc.	TX-R5-GC-052124-CCT	Region 5 / Rio Grande Valley
CORE Construction Services of Texas, Inc.	TX-R6-GC-052124-CCT	Region 6 / West Texas
Dardon Construction, Inc.	TX-R1-RW-052124-DDO	Region 1 / Central Texas
Dardon Construction, Inc.	TX-R3-RW-052124-DDO	Region 3 / North Texas
Dardon Construction, Inc.	TX-R6-RW-052124-DDO	Region 6 / West Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R1-GC-052124-FHP	Region 1 / Central Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R2-GC-052124-FHP	Region 2 / Gulf Coast Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R3-GC-052124-FHP	Region 3 / North Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R4-GC-052124-FHP	Region 4 / Panhandle Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R5-GC-052124-FHP	Region 5 / Rio Grande Valley
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R6-GC-052124-FHP	Region 6 / West Texas
Freedom Construction, LLC	TX-R3-GC-052124-FRC	Region 3 / North Texas
GG Contractors, LLC	TX-R1-GC-052124-GGC	Region 1 / Central Texas
GG Contractors, LLC	TX-R1-P-052124-GGC	Region 1 / Central Texas
GG Contractors, LLC	TX-R1-F-052124-GGC	Region 1 / Central Texas
GG Contractors, LLC	TX-R1-MR-052124-GGC	Region 1 / Central Texas
GG Contractors, LLC	TX-R2-GC-052124-GGC	Region 2 / Gulf Coast Texas
GG Contractors, LLC	TX-R2-P-052124-GGC	Region 2 / Gulf Coast Texas
GG Contractors, LLC	TX-R2-F-052124-GGC	Region 2 / Gulf Coast Texas
GG Contractors, LLC	TX-R2-MR-052124-GGC	Region 2 / Gulf Coast Texas
GG Contractors, LLC	TX-R3-GC-052124-GGC	Region 3 / North Texas
GG Contractors, LLC	TX-R3-P-052124-GGC	Region 3 / North Texas
GG Contractors, LLC	TX-R3-F-052124-GGC	Region 3 / North Texas
GG Contractors, LLC	TX-R3-MR-052124-GGC	Region 3 / North Texas
GG Contractors, LLC	TX-R4-GC-052124-GGC	Region 4 / Panhandle Texas
GG Contractors, LLC	TX-R4-P-052124-GGC	Region 4 / Panhandle Texas
GG Contractors, LLC	TX-R4-F-052124-GGC	Region 4 / Panhandle Texas
GG Contractors, LLC	TX-R4-MR-052124-GGC	Region 4 / Panhandle Texas

GG Contractors, LLC	TX-R5-GC-052124-GGC	Region 5 / Rio Grande Valley
GG Contractors, LLC	TX-R5-P-052124-GGC	Region 5 / Rio Grande Valley
GG Contractors, LLC	TX-R5-F-052124-GGC	Region 5 / Rio Grande Valley
GG Contractors, LLC	TX-R5-MR-052124-GGC	Region 5 / Rio Grande Valley
GG Contractors, LLC	TX-R6-GC-052124-GGC	Region 6 / West Texas
GG Contractors, LLC	TX-R6-P-052124-GGC	Region 6 / West Texas
GG Contractors, LLC	TX-R6-F-052124-GGC	Region 6 / West Texas
GG Contractors, LLC	TX-R6-MR-052124-GGC	Region 6 / West Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R1-GC-052124-GFC	Region 1 / Central Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R1-P-052124-GFC	Region 1 / Central Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R1-F-052124-GFC	Region 1 / Central Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R1-MR-052124-GFC	Region 1 / Central Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R3-GC-052124-GFC	Region 3 / North Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R3-P-052124-GFC	Region 3 / North Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R3-F-052124-GFC	Region 3 / North Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R3-MR-052124-GFC	Region 3 / North Texas
HCR Construction, Inc.	TX-R1-GC-052124-HCR	Region 1 / Central Texas
HCR Construction, Inc.	TX-R2-GC-052124-HCR	Region 2 / Gulf Coast Texas
HCR Construction, Inc.	TX-R3-GC-052124-HCR	Region 3 / North Texas
HCR Construction, Inc.	TX-R4-GC-052124-HCR	Region 4 / Panhandle Texas
HCR Construction, Inc.	TX-R5-GC-052124-HCR	Region 5 / Rio Grande Valley
HCR Construction, Inc.	TX-R6-GC-052124-HCR	Region 6 / West Texas
J & K Project Management Consultants, LLC	TX-R3-GC-052124-JKP	Region 3 / North Texas
Jesse A Bratton	TX-R1-E-052124-COS	Region 1 / Central Texas
JK Dennard Construction, LLC	TX-R4-GC-052124-JKD	Region 4 / Panhandle Texas
Johnson-Laux Construction	TX-R1-GC-052124-JLC	Region 1 / Central Texas
Johnson-Laux Construction	TX-R2-GC-052124-JLC	Region 2 / Gulf Coast Texas
Johnson-Laux Construction	TX-R3-GC-052124-JLC	Region 3 / North Texas
Johnson-Laux Construction	TX-R4-GC-052124-JLC	Region 4 / Panhandle Texas
Johnson-Laux Construction	TX-R5-GC-052124-JLC	Region 5 / Rio Grande Valley
Johnson-Laux Construction	TX-R6-GC-052124-JLC	Region 6 / West Texas
JR Tri-State General Contracting Group, Inc.	TX-R4-GC-052124-JRT	Region 4 / Panhandle Texas
Lee Construction and Maintenance Co	TX-R1-GC-052124-LCM	Region 1 / Central Texas
Lee Construction and Maintenance Co	TX-R2-GC-052124-LCM	Region 2 / Gulf Coast Texas
Lee Construction and Maintenance Co	TX-R2-P-052124-LCM	Region 2 / Gulf Coast Texas
Lee Construction and Maintenance Co	TX-R2-F-052124-LCM	Region 2 / Gulf Coast Texas
Lee Construction and Maintenance Co	TX-R2-MR-052124-LCM	Region 2 / Gulf Coast Texas
Lee Construction and Maintenance Co	TX-R3-GC-052124-LCM	Region 3 / North Texas
Lee Construction and Maintenance Co	TX-R4-GC-052124-LCM	Region 4 / Panhandle Texas
Lee Construction and Maintenance Co	TX-R5-GC-052124-LCM	Region 5 / Rio Grande Valley
Lee Construction and Maintenance Co	TX-R6-GC-052124-LCM	Region 6 / West Texas
Lopez and Son's, Inc.	TX-R2-GC-052124-LOP	Region 2 / Gulf Coast Texas
Lopez and Son's, Inc.	TX-R3-GC-052124-LOP	Region 3 / North Texas
Lopez and Son's, Inc.	TX-R4-GC-052124-LOP	Region 4 / Panhandle Texas
Lopez and Son's, Inc.	TX-R6-GC-052124-LOP	Region 6 / West Texas
Mid-Tex of Midland, Inc.	TX-R1-GC-052124-MTOM	Region 1 / Central Texas
Mid-Tex of Midland, Inc.	TX-R1-P-052124-MTOM	Region 1 / Central Texas
Mid-Tex of Midland, Inc.	TX-R1-F-052124-MTOM	Region 1 / Central Texas
Mid-Tex of Midland, Inc.	TX-R4-GC-052124-MTOM	Region 4 / Panhandle Texas
Mid-Tex of Midland, Inc.	TX-R4-P-052124-MTOM	Region 4 / Panhandle Texas
Mid-Tex of Midland, Inc.	TX-R4-F-052124-MTOM	Region 4 / Panhandle Texas
Mid-Tex of Midland, Inc.	TX-R6-GC-052124-MTOM	Region 6 / West Texas
Mid-Tex of Midland, Inc.	TX-R6-P-052124-MTOM	Region 6 / West Texas
Mid-Tex of Midland, Inc.	TX-R6-F-052124-MTOM	Region 6 / West Texas
Nash Industries, Inc.	TX-R1-GC-052124-NASH	Region 1 / Central Texas
Nash Industries, Inc.	TX-R2-GC-052124-NASH	Region 2 / Gulf Coast Texas
Nash Industries, Inc.	TX-R3-GC-052124-NASH	Region 3 / North Texas
Post L Group, LLC	TX-R1-GC-052124-POST	Region 1 / Central Texas
Post L Group, LLC	TX-R2-GC-052124-POST	Region 2 / Gulf Coast Texas
Post L Group, LLC	TX-R3-GC-052124-POST	Region 3 / North Texas
SDB, Inc.	TX-R1-GC-052124-SDB	Region 1 / Central Texas
SDB, Inc.	TX-R2-GC-052124-SDB	Region 2 / Gulf Coast Texas
SDB, Inc.	TX-R3-GC-052124-SDB	Region 3 / North Texas
SDB, Inc.	TX-R4-GC-052124-SDB	Region 4 / Panhandle Texas
SDB, Inc.	TX-R5-GC-052124-SDB	Region 5 / Rio Grande Valley
SDB, Inc.	TX-R6-GC-052124-SDB	Region 6 / West Texas
Staples Construction	TX-R3-GC-052124-STA	Region 3 / North Texas

Staples Construction	TX-R4-GC-052124-STA	Region 4 / Panhandle Texas
Structured Construction, LLC	TX-R3-GC-052124-SCL	Region 3 / North Texas
Teinert Construction	TX-R3-GC-052124-TCB	Region 3 / North Texas
Teinert Construction	TX-R4-GC-052124-TCB	Region 4 / Panhandle Texas
The Polote Corporation	TX-R1-GC-052124-TPC	Region 1 / Central Texas
The Polote Corporation	TX-R2-GC-052124-TPC	Region 2 / Gulf Coast Texas
The Polote Corporation	TX-R3-GC-052124-TPC	Region 3 / North Texas
The Polote Corporation	TX-R4-GC-052124-TPC	Region 4 / Panhandle Texas
The Polote Corporation	TX-R5-GC-052124-TPC	Region 5 / Rio Grande Valley
The Polote Corporation	TX-R6-GC-052124-TPC	Region 6 / West Texas
The Pounds Group, LLC, Sullivan Contracting Services	TX-R1-GC-052124-SUL	Region 1 / Central Texas
The Pounds Group, LLC, Sullivan Contracting Services	TX-R3-GC-052124-SUL	Region 3 / North Texas
Veliz Company, LLC	TX-R1-GC-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R1-PAC-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R1-P-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R1-F-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R1-MR-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R3-GC-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R3-PAC-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R3-P-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R3-F-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R3-MR-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R5-GC-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R5-PAC-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R5-P-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R5-F-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R5-MR-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R6-GC-052124-VCL	Region 6 / West Texas
Veliz Company, LLC	TX-R6-PAC-052124-VCL	Region 6 / West Texas
Veliz Company, LLC	TX-R6-P-052124-VCL	Region 6 / West Texas
Veliz Company, LLC	TX-R6-F-052124-VCL	Region 6 / West Texas
Veliz Company, LLC	TX-R6-MR-052124-VCL	Region 6 / West Texas
WWRC, Inc.	TX-R4-GC-052124-WRI	Region 4 / Panhandle Texas
WWRC, Inc.	TX-R4-RW-052124-WRI	Region 4 / Panhandle Texas
WWRC, Inc.	TX-R4-HVAC-052124-WRI	Region 4 / Panhandle Texas
WWRC, Inc.	TX-R4-F-052124-WRI	Region 4 / Panhandle Texas
Company Name	**Contract Number**	
IDIQ CONTRACT EXTENSIONS		
Adrian L. Merton, Inc.	VA-R1-HVAC-072023-ALM	
Centennial Contractors Enterprises, Inc.	VA-R1-GC-072023-CCE	
Centennial Contractors Enterprises, Inc.	VA-R3-GC-072023-CCE	
Centennial Contractors Enterprises, Inc.	VA-R4-GC-072023-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	VA-R2-GC-072023-FHP	
General & Mechanical Services	VA-R1-HVAC-072023- GMS	
Johnson-Laux Construction, LLC	VA-R2-GC-072023-JLC	
Johnson-Laux Construction, LLC	VA-R3-GC-072023-JLC	
Nichols Contracting, Inc.	VA-R1-GC-072023-NIC	
Nichols Contracting, Inc.	VA-R4-GC-072023-NIC	
Paige Industrial Services, Inc.	VA-R1-E-072023-PAI	
Paige Industrial Services, Inc.	VA-R3-E-072023-PAI	
Paige Industrial Services, Inc.	VA-R4-E-072023-PAI	
Paige Industrial Services, Inc.	VA-R4-GC-072023-PAI	
Service Mechanical, Inc.	VA-R1-HVAC-072023-SER	
S-Works Construction Corporation	VA-R1-GC-072023-SWC	
S-Works Construction Corporation	VA-R2-GC-072023-SWC	
S-Works Construction Corporation	VA-R3-GC-072023-SWC	
S-Works Construction Corporation	VA-R4-GC-072023-SWC	
The Matthews Group	VA-R1-GC-072023-TMG	
The Matthews Group	VA-R3-GC-072023-TMG	
The Matthews Group	VA-R4-GC-072023-TMG	
Vigil Contracting, Inc.	VA-R1-GC-072023-VGL	
Paige Industrial Services, Inc.	VA-R3-GC-072023-PAI	

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SOURCEWELL
STATE OF MINNESOTA

Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

5/20/2025

Resolution No. 2025_19

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 Pfeiffer and the following voted in favor: (list names here)
Zylka, Thiel, Nagel, Kicker, and 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
0BEF5D6F88D149B...
Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - May 2025

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Language Services (Interpreting, Translating, and Language Testing and Training)

Requesting Board permission to Re-Solicit the following categories:

Virtual Behavioral Health Therapy and Related Services

Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Ice Rink and Arena Equipment with Related Supplies and Services

Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

NEW CONTRACTS

CONSENT AGENDA ITEMS

Supplier Name	Contract Number	Solicitation Title
Global Tracking Communications dba GPS Trackit	102924-GPS	Fleet Management Technologies with Related Software Solutions
AdvantageOne Technology, Inc.	102924-ADO	Fleet Management Technologies with Related Software Solutions
Agile Fleet, Inc.	102924-AAC	Fleet Management Technologies with Related Software Solutions
CompassData, Inc. dba CompassCom Software Corporation	102924-CMP	Fleet Management Technologies with Related Software Solutions
Education Logistics, Inc.	102924-EDL	Fleet Management Technologies with Related Software Solutions
Ford Motor Company	102924-FMC	Fleet Management Technologies with Related Software Solutions
Forward Thinking Systems, LLC	102924-FWD	Fleet Management Technologies with Related Software Solutions
Geotab, Inc.	102924-GEO	Fleet Management Technologies with Related Software Solutions
Global Cloud Fleet Inc. dba SVR Tracking	102924-GCF	Fleet Management Technologies with Related Software Solutions
GPS Insight, LLC	102924-GPI	Fleet Management Technologies with Related Software Solutions
IVS, Inc. dba AngelTrax	102924-IVS	Fleet Management Technologies with Related Software Solutions
Lytx, Inc.	102924-LYX	Fleet Management Technologies with Related Software Solutions
Motive Technologies, Inc.	102924-MTV	Fleet Management Technologies with Related Software Solutions
Ron Turley Associates, Inc. dba RTA	102924-RTA	Fleet Management Technologies with Related Software Solutions
Samsara, Inc.	102924-SAM	Fleet Management Technologies with Related Software Solutions
TELUS Communications, Inc. dba Skyhawk Telematics	102924-SKY	Fleet Management Technologies with Related Software Solutions
USCC Services, LLC	102924-USC	Fleet Management Technologies with Related Software Solutions
Vemoco Telematics, LLC	102924-VEM	Fleet Management Technologies with Related Software Solutions
Verizon Connect NWF, Inc.	102924-NWF	Fleet Management Technologies with Related Software Solutions
Zenduit Corporation	102924-ZEN	Fleet Management Technologies with Related Software Solutions
Zonar Systems, Inc.	102924-ZSI	Fleet Management Technologies with Related Software Solutions
Beonic, Inc.	022525-BEO	Passenger and Crowd Flow Management Solutions and Related Products
Embross USA, Inc.	022525-EBS	Passenger and Crowd Flow Management Solutions and Related Products
Infodev Electronic Designers International, Inc.	022525-IFD	Passenger and Crowd Flow Management Solutions and Related Products
Kaizen Laboratories, Inc.	022525-KZN	Passenger and Crowd Flow Management Solutions and Related Products
PMY ETS (USA), Inc.	022525-PMY	Passenger and Crowd Flow Management Solutions and Related Products
Urban Solar, Inc.	022525-URS	Passenger and Crowd Flow Management Solutions and Related Products

Xovis USA, Inc.	022525-XOV	Passenger and Crowd Flow Management Solutions and Related Products
BrainStorm Studios, LLC	010725-BRS	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Carolina Biological Supply Company	010725-CBS	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
H2I Group, Inc.	010725-H2I	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Lakeshore Learning Materials, LLC	010725-LSH	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Nasco Education, LLC	010725-NAS	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Palmer Hamilton, LLC	010725-PHL	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
STEM For Kids, LLC	010725-SFK	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
STEMfinity, LLC	010725-STN	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Tequipment, Inc.	010725-TEQ	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
The Prophet Corporation dba STEM Supplies	010725-STM	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Auto Plus-Pep Boys	032521-PEP	"Aftermarket Vehicle Parts and Supplies"
AstroTurf	031622-AST	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
H2I Group	031622-H2I	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Hellas Construction	031622-KLC	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Shaw Sports Turf	031622-SII	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Turf Nation	031622-TNA	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
AstroTurf	031022-AST	"Athletic Surfaces with Installation, Related Equipment, Materials and Services"
Robbins	031022-RBI	"Athletic Surfaces with Installation, Related Equipment, Materials and Services"
Box Gang	040621-BXG	"Bulk Solid Waste and Recycling Equipment"
Hol-Mac	040621-HMC	"Bulk Solid Waste and Recycling Equipment"
Petersen Ind.	040621-PII	"Bulk Solid Waste and Recycling Equipment"
Wastequip	040621-WQI	"Bulk Solid Waste and Recycling Equipment"
Siemens	042221-SIE	"Electric Vehicle Supply Equipment and Related Services"
Sysco Corp.	111621-SYC	"Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services"
US Foods	111621-USF	"Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services"
L3Harris Technologies	042021-L3H	"Public Safety Communications Technology and Hardware Solutions"
Westnet	042021-WNT	"Public Safety Communications Technology and Hardware Solutions"
Deccan	051321-DEC	"Public Safety Software"
Off Duty Management	051321-OFF	"Public Safety Software"
SmartCOP, Inc.	051321-SMT	"Public Safety Software"
Utility Associates	051321-UTI	"Public Safety Software"
Elliott Equipment Company	110421-EEC	"Public Utility Equipment with Related Accessories and Supplies"
Alamo Group	070821-AGI	"Road Right-of-Way Maintenance Equipment"
Diamond Mowers	070821-DMM	"Road Right-of-Way Maintenance Equipment"

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
42 Construction, LLC	NM-R1-GC-031325-42C	Region 1-General Construction
42 Construction, LLC	NM-R1-HVAC-031325-42C	Region 1-HVAC/Mechanical

42 Construction, LLC	NM-R1-PLUM-031325-42C	Region 1-Plumbing
42 Construction, LLC	NM-R1-E-031325-42C	Region 1-Electrical
42 Construction, LLC	NM-R1-CC-031325-42C	Region 1-Site/Civil
42 Construction, LLC	NM-R1-RW-031325-42C	Region 1-Roofing and Weatherproofing
42 Construction, LLC	NM-R2-GC-031325-42C	Region 2-General Construction
42 Construction, LLC	NM-R2-HVAC-031325-42C	Region 2-HVAC/Mechanical
42 Construction, LLC	NM-R2-PLUM-031325-42C	Region 2-Plumbing
42 Construction, LLC	NM-R2-E-031325-42C	Region 2-Electrical
42 Construction, LLC	NM-R2-CC-031325-42C	Region 2-Site/Civil
42 Construction, LLC	NM-R2-RW-031325-42C	Region 2-Roofing and Weatherproofing
42 Construction, LLC	NM-R3-GC-031325-42C	Region 3-General Construction
42 Construction, LLC	NM-R3-HVAC-031325-42C	Region 3-HVAC/Mechanical
42 Construction, LLC	NM-R3-PLUM-031325-42C	Region 3-Plumbing
42 Construction, LLC	NM-R3-E-031325-42C	Region 3-Electrical
42 Construction, LLC	NM-R3-CC-031325-42C	Region 3-Site/Civil
42 Construction, LLC	NM-R3-RW-031325-42C	Region 3-Roofing and Weatherproofing
42 Construction, LLC	NM-R4-GC-031325-42C	Region 4-General Construction
42 Construction, LLC	NM-R4-HVAC-031325-42C	Region 4-HVAC/Mechanical
42 Construction, LLC	NM-R4-PLUM-031325-42C	Region 4-Plumbing
42 Construction, LLC	NM-R4-E-031325-42C	Region 4-Electrical
42 Construction, LLC	NM-R4-CC-031325-42C	Region 4-Site/Civil
42 Construction, LLC	NM-R4-RW-031325-42C	Region 4-Roofing and Weatherproofing
42 Construction, LLC	NM-R5-GC-031325-42C	Region 5-General Construction
42 Construction, LLC	NM-R5-HVAC-031325-42C	Region 5-HVAC/Mechanical
42 Construction, LLC	NM-R5-PLUM-031325-42C	Region 5-Plumbing
42 Construction, LLC	NM-R5-E-031325-42C	Region 5-Electrical
42 Construction, LLC	NM-R5-CC-031325-42C	Region 5-Site/Civil
42 Construction, LLC	NM-R5-RW-031325-42C	Region 5-Roofing and Weatherproofing
Consolidated Builders of NM, LLC	NM-R1-GC-031325-COB	Region 1 -General Construction
Consolidated Builders of NM, LLC	NM-R2-GC-031325-COB	Region 2-General Construction
Consolidated Builders of NM, LLC	NM-R3-GC-031325-COB	Region 3-General Construction
Consolidated Builders of NM, LLC	NM-R4-GC-031325-COB	Region 4-General Construction
Consolidated Builders of NM, LLC	NM-R5-GC-031325-COB	Region 5-General Construction
CORE Construction, Inc.	NM-R1-GC-031325-CORE	Region 1 -General Construction
CORE Construction, Inc.	NM-R2-GC-031325-CORE	Region 2-General Construction
CORE Construction, Inc.	NM-R3-GC-031325-CORE	Region 3-General Construction
CORE Construction, Inc.	NM-R4-GC-031325-CORE	Region 4-General Construction
CORE Construction, Inc.	NM-R5-GC-031325-CORE	Region 5-General Construction
D.R.B. Electric, Inc.	NM-R1-E-031325-DRB	Region 1-Electrical
D.R.B. Electric, Inc.	NM-R2-E-031325-DRB	Region 2-Electrical
D.R.B. Electric, Inc.	NM-R3-E-031325-DRB	Region 3-Electrical
D.R.B. Electric, Inc.	NM-R4-E-031325-DRB	Region 4-Electrical
D.R.B. Electric, Inc.	NM-R5-E-031325-DRB	Region 5-Electrical
GM Builders, Inc.	NM-R1-GC-031325-GMB	Region 1-General Construction
GM Builders, Inc.	NM-R1-HVAC-031325-GMB	Region 1-HVAC/Mechanical
GM Builders, Inc.	NM-R1-PLUM-031325-GMB	Region 1-Plumbing
GM Builders, Inc.	NM-R1-E-031325-GMB	Region 1-Electrical
GM Builders, Inc.	NM-R1-CC-031325-GMB	Region 1-Site/Civil
GM Builders, Inc.	NM-R1-RW-031325-GMB	Region 1-Roofing and Weatherproofing
GM Builders, Inc.	NM-R2-GC-031325-GMB	Region 2-General Construction
GM Builders, Inc.	NM-R2-HVAC-031325-GMB	Region 2-HVAC/Mechanical
GM Builders, Inc.	NM-R2-PLUM-031325-GMB	Region 2-Plumbing
GM Builders, Inc.	NM-R2-E-031325-GMB	Region 2-Electrical
GM Builders, Inc.	NM-R2-CC-031325-GMB	Region 2-Site/Civil
GM Builders, Inc.	NM-R2-RW-031325-GMB	Region 2-Roofing and Weatherproofing
GM Builders, Inc.	NM-R3-GC-031325-GMB	Region 3-General Construction
GM Builders, Inc.	NM-R3-HVAC-031325-GMB	Region 3-HVAC/Mechanical
GM Builders, Inc.	NM-R3-PLUM-031325-GMB	Region 3-Plumbing
GM Builders, Inc.	NM-R3-E-031325-GMB	Region 3-Electrical
GM Builders, Inc.	NM-R3-CC-031325-GMB	Region 3-Site/Civil
GM Builders, Inc.	NM-R3-RW-031325-GMB	Region 3-Roofing and Weatherproofing
GM Builders, Inc.	NM-R4-GC-031325-GMB	Region 4-General Construction
GM Builders, Inc.	NM-R4-HVAC-031325-GMB	Region 4-HVAC/Mechanical
GM Builders, Inc.	NM-R4-PLUM-031325-GMB	Region 4-Plumbing
GM Builders, Inc.	NM-R4-E-031325-GMB	Region 4-Electrical
GM Builders, Inc.	NM-R4-CC-031325-GMB	Region 4-Site/Civil
GM Builders, Inc.	NM-R4-RW-031325-GMB	Region 4-Roofing and Weatherproofing

GM Builders, Inc.	NM-R5-GC-031325-GMB	Region 5-General Construction
GM Builders, Inc.	NM-R5-HVAC-031325-GMB	Region 5-HVAC/Mechanical
GM Builders, Inc.	NM-R5-PLUM-031325-GMB	Region 5-Plumbing
GM Builders, Inc.	NM-R5-E-031325-GMB	Region 5-Electrical
GM Builders, Inc.	NM-R5-CC-031325-GMB	Region 5-Site/Civil
GM Builders, Inc.	NM-R5-RW-031325-GMB	Region 5-Roofing and Weatherproofing
LLR Construction, LLC	NM-R2-GC-031325-LLR	Region 2-General Construction
Master Plumbers, LLC	NM-R5-GC-031325-MAST	Region 5-General Construction
Master Plumbers, LLC	NM-R5-PLUM-031325-MAST	Region 5-Plumbing
National Construction, Inc.	NM-R4-GC-031325-NCI	Region 4-General Construction
Villalobos Builders, LLC	NM-R1-GC-031325-VBL	Region 1-General Construction
Villalobos Builders, LLC	NM-R1-RW-031325-VBL	Region 1-Roofing and Weatherproofing
Villalobos Builders, LLC	NM-R2-GC-031325-VBL	Region 2-General Construction
Villalobos Builders, LLC	NM-R2-RW-031325-VBL	Region 2-Roofing and Weatherproofing
Villalobos Builders, LLC	NM-R3-GC-031325-VBL	Region 3-General Construction
Villalobos Builders, LLC	NM-R3-RW-031325-VBL	Region 3-Roofing and Weatherproofing
Villalobos Builders, LLC	NM-R4-GC-031325-VBL	Region 4-General Construction
Villalobos Builders, LLC	NM-R4-RW-031325-VBL	Region 4-Roofing and Weatherproofing
Villalobos Builders, LLC	NM-R5-GC-031325-VBL	Region 5-General Construction
Villalobos Builders, LLC	NM-R5-RW-031325-VBL	Region 5-Roofing and Weatherproofing
Wizer Electric, LLC	NM-R1-HVAC-031325-WIZ	Region 1-HVAC/Mechanical
Wizer Electric, LLC	NM-R1-PLUM-031325-WIZ	Region 1-Plumbing
Wizer Electric, LLC	NM-R2-HVAC-031325-WIZ	Region 2-HVAC/Mechanical
Wizer Electric, LLC	NM-R2-PLUM-031325-WIZ	Region 2-Plumbing
Wizer Electric, LLC	NM-R2-E-031325-WIZ	Region 2-Electrical
Wizer Electric, LLC	NM-R3-HVAC-031325-WIZ	Region 3-HVAC/Mechanical
Wizer Electric, LLC	NM-R3-PLUM-031325-WIZ	Region 3-Plumbing
Wizer Electric, LLC	NM-R3-CC-031325-WIZ	Region 3-Site/Civil
Wizer Electric, LLC	NM-R3-RW-031325-WIZ	Region 3-Roofing and Weatherproofing
Wizer Electric, LLC	NM-R4-HVAC-031325-WIZ	Region 4-HVAC/Mechanical
Wizer Electric, LLC	NM-R4-PLUM-031325-WIZ	Region 4-Plumbing
Wizer Electric, LLC	NM-R4-CC-031325-WIZ	Region 4-Site/Civil
Wizer Electric, LLC	NM-R4-RW-031325-WIZ	Region 4-Roofing and Weatherproofing
Wizer Electric, LLC	NM-R5-HVAC-031325-WIZ	Region 5-HVAC/Mechanical
Allied Building Service Company of Detroit, Inc.	MI-R4-GC-041025-ABS	Region 4-General Construction
Allied Building Service Company of Detroit, Inc.	MI-R4-PLUM-041025-ABS	Region 4-Plumbing
Allied Building Service Company of Detroit, Inc.	MI-R4-E-041025-ABS	Region 4-Electrical
Allied Building Service Company of Detroit, Inc.	MI-R5-GC-041025-ABS	Region 5-General Construction
Allied Building Service Company of Detroit, Inc.	MI-R5-PLUM-041025-ABS	Region 5-Plumbing
Allied Building Service Company of Detroit, Inc.	MI-R5-E-041025-ABS	Region 5-Electrical
CORE Construction Indiana, LLC	MI-R2-GC-041025-CCIL	Region 2-General Construction
CORE Construction Indiana, LLC	MI-R3-GC-041025-CCIL	Region 3-General Construction
CORE Construction Indiana, LLC	MI-R5-GC-041025-CCIL	Region 5-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-R2-GC-041025-FHP	Region 2-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-R3-GC-041025-FHP	Region 3-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-R4-GC-041025-FHP	Region 4-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-R5-GC-041025-FHP	Region 5-General Construction
Johnson-Laux Construction, LLC	MI-R1-GC-041025-JLC	Region 1-General Construction
Johnson-Laux Construction, LLC	MI-R2-GC-041025-JLC	Region 2-General Construction
Johnson-Laux Construction, LLC	MI-R3-GC-041025-JLC	Region 3-General Construction
Johnson-Laux Construction, LLC	MI-R4-GC-041025-JLC	Region 4-General Construction
Johnson-Laux Construction, LLC	MI-R5-GC-041025-JLC	Region 5-General Construction
Lang Constructors, Inc.	MI-R1-GC-041025-LANGC	Region 1-General Construction
Lang Constructors, Inc.	MI-R2-GC-041025-LANGC	Region 2-General Construction
Lang Constructors, Inc.	MI-R3-GC-041025-LANGC	Region 3-General Construction
Lang Constructors, Inc.	MI-R4-GC-041025-LANGC	Region 4-General Construction
Lang Constructors, Inc.	MI-R5-GC-041025-LANGC	Region 5-General Construction
Lee Construction and Maintenance Company dba LMC Corporation	MI-R2-GC-041025-LMC	Region 2-General Construction
Lee Construction and Maintenance Company dba LMC Corporation	MI-R3-GC-041025-LMC	Region 3-General Construction
Lee Construction and Maintenance Company dba LMC Corporation	MI-R4-GC-041025-LMC	Region 4-General Construction
Lee Construction and Maintenance Company dba LMC Corporation	MI-R5-GC-041025-LMC	Region 5-General Construction
National Retrofitting Group, LLC	MI-R1-E-041025-NRG	Region 1-Electrical
National Retrofitting Group, LLC	MI-R2-E-041025-NRG	Region 2-Electrical

National Retrofitting Group, LLC	MI-R3-E-041025-NRG	Region 3-Electrical
National Retrofitting Group, LLC	MI-R4-E-041025-NRG	Region 4-Electrical
National Retrofitting Group, LLC	MI-R5-E-041025-NRG	Region 5-Electrical
Prodigy Building Solutions, LLC	MI-R3-RW-041025-PBS	Region 3-Roofing and Weatherproofing
Prodigy Building Solutions, LLC	MI-R1-GC-041025-PBS	Region 1-General Construction
Prodigy Building Solutions, LLC	MI-R1-RW-041025-PBS	Region 1-Roofing and Weatherproofing
Prodigy Building Solutions, LLC	MI-R2-GC-041025-PBS	Region 2-General Construction
Prodigy Building Solutions, LLC	MI-R2-RW-041025-PBS	Region 2-Roofing and Weatherproofing
Prodigy Building Solutions, LLC	MI-R3-GC-041025-PBS	Region 3-General Construction
Prodigy Building Solutions, LLC	MI-R4-GC-041025-PBS	Region 4-General Construction
Prodigy Building Solutions, LLC	MI-R4-RW-041025-PBS	Region 4-Roofing and Weatherproofing
Prodigy Building Solutions, LLC	MI-R5-GC-041025-PBS	Region 5-General Construction
Prodigy Building Solutions, LLC	MI-R5-RW-041025-PBS	Region 5-Roofing and Weatherproofing
The Brewer-Garrett Company	MI-R1-HVAC-041025-TBG	Region 1-Mechanical/HVAC
The Brewer-Garrett Company	MI-R2-HVAC-041025-TBG	Region 2-Mechanical/HVAC
The Brewer-Garrett Company	MI-R3-HVAC-041025-TBG	Region 3-Mechanical/HVAC
The Brewer-Garrett Company	MI-R4-HVAC-041025-TBG	Region 4-Mechanical/HVAC
The Brewer-Garrett Company	MI-R5-HVAC-041025-TBG	Region 5-Mechanical/HVAC
IDIQ CONTRACT EXTENSIONS		
Company Name	**Contract Number**	
Brown and Root Industrial Services, LLC	MO-R1-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R2-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R3-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R4-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R5-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R6-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R7-GC01-051222-BRI	
JE Novack Construction	MO-R5-GC03-051222-JNC	
Julius Kaaz Construction Company, Inc.	MO-R1-GC04-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R1-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R2-GC04-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R2-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R3-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R3-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R4-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R4-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R5-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R5-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R6-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R6-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R7-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R7-P01-051222-JKC	
MTS Contracting, Inc.	MO-R1-GC02-051222-MTS	
MTS Contracting, Inc.	MO-R2-GC02-051222-MTS	
MTS Contracting, Inc.	MO-R3-GC04-051222-MTS	
MTS Contracting, Inc.	MO-R4-GC03-051222-MTS	
MTS Contracting, Inc.	MO-R6-GC03-051222-MTS	
MTS Contracting, Inc.	MO-R7-GC03-051222-MTS	
Queen City Roofing & Contracting Co	MO-R6-R02-051222-QCR	
Queen City Roofing & Contracting Co	MO-R7-R02-051222-QCR	
Reynolds Construction Company, Inc.	MO-R1-GC03-051222-RCC	
Reynolds Construction Company, Inc.	MO-R1-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R2-GC03-051222-RCC	
Reynolds Construction Company, Inc.	MO-R2-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R3-GC06-051222-RCC	
Reynolds Construction Company, Inc.	MO-R3-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R4-GC04-051222-RCC	
Reynolds Construction Company, Inc.	MO-R4-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R5-GC04-051222-RCC	
Reynolds Construction Company, Inc.	MO-R5-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R6-GC04-051222-RCC	
Reynolds Construction Company, Inc.	MO-R6-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R7-GC04-051222-RCC	
Reynolds Construction Company, Inc.	MO-R7-R01-051222-RCC	
The Wilson Group	MO-R3-GC03-051222-TWG	
The Wilson Group	MO-R4-GC02-051222-TWG	
The Wilson Group	MO-R5-GC02-051222-TWG	

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The Wilson Group	MO-R6-GC02-051222-TWG	
The Wilson Group	MO-R7-GC02-051222-TWG	
Vazquez Commercial Contracting, LLC	MO-R3-GC02-051222-VCC	
Vazquez Commercial Contracting, LLC	MO-R3-HVAC01-051222-VCC	
Anderson Brothers	MN-R3-PAV-040622-ABC	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Hy-Tec Construction	MN-R3-GC-040622-HTC	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
McDowall Company	MN-R5-R-040622-MDC	
McDowall Company	MN-R7-R-040622-MDC	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc	MN-R2-PAV-040622-NCD	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	

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The Jamar Company	MN-R2-R-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
Solid Rock Construction	MN-R6-GC-040622-SRC	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R3-PLUM-040622-JMR	
The Jamar Company	MN-R3-R-040622-JMR	
The Jamar Company	MN-R4-R-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	

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MASTER AGREEMENT #102924
CATEGORY: Fleet Management Technologies with Related Software Solutions
SUPPLIER: Samsara Inc.

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 Samsara Inc., a Delaware corporation located at 1 De Haro Street, San Francisco, CA 94107 (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 Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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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 23, 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 #102924 to Participating Entities. In Scope solutions include:

   a. Fleet management information systems;
   b. Fleet technology related hardware solutions;
   c. Related software solutions;
   d. Fleet telematics;
   e. Geofencing solutions;
   f. Motor pool and fleet sharing solutions services;
   g. Integrated video solutions; and,
   h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

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 material 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, 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 all hardware solutions are subject to Supplier's Hardware Warranty and RMA Policy set forth at https://www.samsara.com/legal/hardware-warranty.

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. For the avoidance of doubt, the Terms in this Article 2 do not apply as between Supplier and a Participating Entity.

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.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Each party reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other similar changes. 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 either party 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 third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any material breach 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 Solutions under this Agreement used in accordance with the Terms of Service (as defined below). Sourcewell's

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responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier be liable to Sourcewell for incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services.

Supplier's indemnification and hold harmless obligations under this Section are contingent upon: (a) Sourcewell providing Supplier with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Supplier, at Supplier's expense, in the defense and settlement of such claim; and (c) Supplier having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Supplier will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

In no event will Supplier's total aggregate liability, including to Sourcewell and any of its affiliates, arising out of or in connection with this Agreement or from the use of or inability to use Supplier's SaaS products exceed the amounts Supplier has paid to Sourcewell hereunder during the twelve (12) months preceding the event giving rise to the damage. Notwithstanding the foregoing, this limitation shall not apply to liability arising from Supplier's gross negligence, willful misconduct, or violation of 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. Sourcewell agrees to abide by the terms of Supplier's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

   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.**

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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.

e) **Publicity.** Any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for a party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

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 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) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

23) **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 per 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. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including

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construction defect, liability assumed under an insured contract, 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, upon request, 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 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.

24) **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.

25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party's obligations under this Agreement for any transactions entered with

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Participating Entities through the date of termination, including, as applicable, 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 Warranty and Other Terms.** Supplier's proposal may include proposed terms relating to shipping 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, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, 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.

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.** Notwithstanding anything to the contrary herein, in order to purchase from Supplier under this Master Agreement, any purchase order shall be subject to Supplier's then-current terms of service at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service ("Terms of Service"). 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 mutually agreed to by Supplier and 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

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dispute resolution, governing law and venue, non-appropriation, insurance, 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 mutually agreed to by Supplier and 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, but any Participating Addendum shall at least include the then-current Terms of Service by reference.

Sourcewell

Signed by:
By: _____ Jeremy Schwartz C0FD2A139D06489... _
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/6/2025 | 3:50 PM CDT

Samsara Inc.

Signed by:
By: _____ Adam Eltoukhy 5649DAAA31CA47F... __
Adam Eltoukhy
Title: Chief Legal Officer
Date: 6/6/2025 | 11:33 AM PDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Samsara, Inc.
Address:	1 De Haro Street San Francisco, California 94103
Contact:	Samantha Kriegsman
Email:	samantha.kriegsman@samsara.com
Phone:	415-870-6315
HST#:	

Submission Details

Created On:	Tuesday September 10, 2024 13:16:43
Submitted On:	Tuesday October 29, 2024 12:23:26
Submitted By:	Maelle Collin
Email:	maelle.collin@samsara.com
Transaction #:	e56a518a-5ef4-4d47-8384-82c155bb7f9d
Submitter's IP Address:	136.226.54.196

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.	Samsara Inc.	*
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).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#020221-SAM	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 334220 and 518210	
6	Proposer Physical Address:	San Francisco (Global Headquarters): 1 De Haro Street, San Francisco, CA 94107.	*
7	Proposer website address (or addresses):	www.samsara.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):	Adam Eltoukhy – Chief Legal Officer adam.eltoukhy@samsara.com (415) 985-2400	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Samantha Kriegsman – Senior Partner Account Executive samantha.kriegsman@samsara.com 562-743-9421	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ned Sheeran – Senior Partner Account Executive ned.sheeran@samsara.com 650-542-1271 Rhonda Eiffe - AVP, Enterprise – Public Sector rhonda.eiffe@samsara.com 818-723-3077	

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.	Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown exponentially. Today we serve over 30,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Samsara is a public company (NYSE: "IOT") led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about Samsara's core competencies include ELD, vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. We continue to invest heavily in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. Samsara prides itself in exceeding customer expectations. In terms of revenue, 42% comes from Vehicle Telematics, 46% comes from Video-based safety, and 12% comes from Apps & Driver Workflows, Equipment, Sites.	*
12	What are your company's expectations in the event of an award?	Samsara has a long-standing business relationship with Sourcewell. Should Sourcewell choose to continue this partnership, we will keep our current resources allocated to Sourcewell and keep on giving them the tools to succeed. Samsara has enabled Public Sector Sales Teams to take the easiest path to purchase through the current contract. Our partnership has allowed for operations to continue successfully during COVID-19, and our Samsara RFP Team has streamlined the procurement process and brought new business to both entities. For concrete examples of customer success, please refer to case studies contained in the Appendix of our response document.	*
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.	For the fiscal years ended February 3, 2024 and January 28, 2023, our revenue was $937.4 million and $652.5 million, respectively, representing year-over-year growth of 44% or year-over-year adjusted revenue growth of 41%. As a publicly-traded company, we publish our 10K reports on our website, here: https://investors.samsara.com/financials/sec-filings/default.aspx	*
14	What is your US market share for the Solutions that you are proposing?	Since its creation in 2015, Samsara has remained the leader of IoT and telematics in North America, for the United States, Canada, and Mexico. Furthermore, Samsara's solution is fully compliant with all US States and the Canadian ELD Technical Standard, streamlining entirely cross-border operations. In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South).	*
15	What is your Canadian market share for the Solutions that you are proposing?	See response above.	*

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.	Samsara has never gone through any 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?	Option B. Samsara products (hardware and software) are designed, manufactured, and distributed all in-house. As such, Samsara identifies as a SaaS provider. This gives Samsara a unique edge because our products and software are both created in house by our own Engineering and Development teams. We sell our own products directly, and sometimes through third-party partners in all our geographies.	*
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.	In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South). The Samsara Vehicle Gateway has the following certifications: FCC, IC, PTCRB, UL62368-1, NOM-221, NOM-208, NOM-019, IFETEL, and Various Wireless Carrier Certs. The device is also FMCSA certified as an ELD solution. The Samsara Dash Cam has the following certifications: FCC, IC, CE, NOM, EN62368. The Samsara Driver App has the following Certifications: FCC IC PTCRB UL62368-1 NOM-221 NOM-208 NOM-019	*
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.	In the past seven years, Samsara and any included possible Responsible Party have never been subject to any debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the recent past, Samsara has been awarded the following: 2024 Best Place to Work – Glassdoor 2023 Artificial Intelligence Excellence Award 2023 Company of the Year – Frost & Sullivan's 2023 Great Place to Work Certified 2022 Sustainability Award - Business Intelligence Group 2022 Campus Forward Award - Ripplematch 2021 Emerging IT Vendors - CRN 2021 AI 50 - Forbes 2021 The Americas' Fastest Growing Companies - Financial Times 2021 America's Best Startup Employers - Forbes 2021 IoT 50 - CRN 2021 AI Excellence Awards - Business Intelligence Group 2021 IoT Analytics Solution of the Year - IoT Breakthrough Awards 2020 Best in Business Awards - Inc. 2020 FreightTech 25 - FreightWaves 2020 Fast 500 - Deloitte 2020 Top SaaS CEOs - Software Report 2020 World Changing Ideas - Fast Company 2020 Cloud 100 - Forbes 2020 Top Startups - LinkedIn 2020 International Business Awards - Stevie Awards 2019 Cloud 100 - Forbes 2019 Top Startups – LinkedIn	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approx. 8%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
22	What percentage of your sales are to the education sector in the past three years?	Approx. 3%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
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.) Utah DGS #PD3906 - 2023 - $164,998.90 2024 - $78,819.85 2. State of Kansas Fleet Management Solutions 53134 2024 - $246,253.36 3.) Minnesota Department of Administration 224308 2023 - $47,105.40 2024 - $307,010.55 4.) New York State IT Umbrella Contract PM69845 2023 - $128,959.63 2024 - $126,247.20 5.) New Jersey Participating Addendum M4014 2023- $26,879.40 2024 - $281,878.89 6.) State of Tennessee SWC 195 Telematics Hardware, Services, and Accessories (71019) 2022- $121,66.14 2023 - $1,638,307.21 2024 - $747,972.64 7.) Iowa Participating Addendum 23244 2023 - $172,079.70 2024 - $746,868.46	*
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?	Samsara GSA contract (GS-35F-327GA) 2021- $558,355 2022- $19,449.99 2023 - $956,054 2024- $1,802,099.69	*

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 and County of Denver	Bill Zollo - Manager, DOTI Fleet Management Division	706-495-8617 william.zollo@denvergov.org	*
City of Sacramento	Alison Kerstetter - Fleet Manager	717-514-5989 akerstetter@cityofsacramento.org	*
City of Tallahassee	Frank Evans - Business Process Solutions Manager	850-891-1063 frank.evans@talgov.com	*

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.	Samsara currently has over 1,800 employees worldwide entirely dedicated to Sales. This includes Account Development Representatives, Account Executives, Sales Engineers, etc.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Samsara has over 200 partners, referring to those who are qualified to resell our products, across all business units (fleet, industrial, connected sites, etc.). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. Carahsoft) fall under the 'IT systems distributor' industry. We do not have a geographical hub for our partners, we have one in just about every state, distributed evenly across the US.	*
28	Service force.	Samsara currently has over 1,100 employees worldwide dedicated to non-Sales duties. This includes engineers (firmware, hardware, software), customer support, operations teams, and leadership.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be all sent by Samsara directly. We use FedEx services to ship, and can ship overnight to both the US and Canada when inventory is available. Inventory is maintained in the US. Whether customers order through Samsara directly or through a reseller, Samsara remains the sole entity to ship hardware directly from our warehouse.	*

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.	Samsara maintains an incident response plan based on triage of severity/impact. All incidents are logged and Security Incident Management staff are always on call. Following incidents, Samsara performs post-mortem analyses with plans that include corrective measures. Technical support hours are 24x7. Support cases/assistance can be initiated through the Dashboard, via email, and/or live via phone support. Based on internal Samsara data, we answer calls on average within 1 minute and we respond to cases submitted online within 1 hour. We have SLAs tied to initial response times and overall system uptime. Our data shows that we solve over 75% of our support cases within 24 hours. Samsara Technical Support provides initial response service level agreements by issue priority. Support agrees to send an initial response from a Support Specialist within the following time frames on 90% of all interactions. In addition, we have a team of Support Engineers dedicated to providing post-sales support. Our incident response process is detailed here: https://kb.samsara.com/hc/en-us/articles/360057139951-Report-an-Issue P0 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error(s); (ii) notifying Samsara management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; and (iv) initiating work to provide Customer with a Hot fix. P1 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error; (ii) providing the Customer with periodic reports on the status of the corrections; and (iii) initiating work to provide Customer with a Hot fix. P2 Errors - Samsara may include the Fix for the Error in the next Major Release. P3 Issues – usage and general assistance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across continental US, as well as US Territories, Hawaii and Alaska.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We confirm we will be able to serve all geographic areas of the United States and Canada with no exceptions.	*
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.	We confirm we are fully compliant and can support any type of client interested in purchasing our solutions, from fleets with less than 5 vehicles, to government entities with dozens of thousands of vehicles. Our solutions are scalable and can support an unlimited number of users.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Samsara does not have any requirements or restrictions that would apply specifically to participating entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We confirm we are able to extend terms of any awarded master agreement to nonprofit entities, without limitations.	*

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.	With over 3,000 employees worldwide, Samsara uses all sorts of channels to spread information. We offer a team of internal evangelists touring events in North America and beyond, spreading the benefits our customers see in conferences, on social media, in blog posts, LinkedIn, press releases, and so forth. Additionally, we leverage targeted email campaigns and webinars to reach potential clients and provide in-depth insights into our solutions. Our customer database is rapidly growing and with over 30,000 fleets worldwide, we have been seeing a snowball effect of referrals from all sides. Our Marketing and Product Marketing teams have been deeply focusing on localizing content to speak to each audience and address concerns related to specific industries, etc. An example of this has been a heavy investment in the past year reaching out to Québec audiences in Canada, by way of localizing our website and solutions to French Canadian. We invite you to browse our website, as well as check out our LinkedIn page for all latest news. We also target specific industries core to our business, such as K-12, Higher Education Fleet Management, and Government, as described here: https://www.samsara.com/industries/k-12 - https://www.samsara.com/industries/higher-education and https://www.samsara.com/industries/state-local-government	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Samsara carefully monitors performance on our domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we are optimizing our solutions every step of the way. One of our strategies is to target ads to engage with prospects through the websites, associations and industry groups as trusted advisors to government and education customers. We have been invested heavily in SEO, monitoring engagement on LinkedIn, Meta, X, and Instagram, by using targeted ads to engage with prospects. Emails metrics include delivery success rates, unsubscribing rates, open rates, and click rates. Finally, website analytics remain at the core of the data that we rely on to identify trends and the areas which we can improve further.	*
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?	We are happy to continue using our mutually beneficial co-marketing plan, and to keep the two approaches currently in place: If we are speaking with a client already on the Sourcewell membership list, we will be certain to promote our contract with them; If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We will keep on sharing the materials you provide us to highlight the benefits of purchasing through the cooperative. We will continue to educate our sales force on the benefits of Sourcewell and how the contract can add value for all parties throughout the purchasing process. We also train our internal sales force on the availability of Sourcewell to our government and education customers. Finally, in our standard sales process, the Samsara teams are trained to ask customers how they prefer to purchase technology, to fir their personal preference.	*
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.	Our online webstore is our main e-procurement system, which governmental and educational customers have successfully used to streamline their purchasing processes. This webstore can also be used to order replacement hardware, accessories, cables, and add-ons. Sourcewell clients will have access to this webstore.	*

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.	Samsara has a dedicated account team as well as a customer success team that would be assigned after purchasing. Samsara will scope a detailed breakdown of the training required to ensure a successful deployment. All training and implementation costs are included in the software licensing. Each of these live courses will last 1-2 hours and is tailored to administrators, fleet managers, maintenance managers, etc. We take a train-the-trainer approach – we find our most successful customers are the ones who are empowered to lead and share Samsara knowledge with their own employees. In support, Samsara supplies recordings of all web training, along with any documentation used. In addition, we also provide access to the following resources: Learning On-Demand: Samsara Academy is our LMS with guided training paths and hundreds of short tutorial videos. Sourcewell will able to provide administrators with the ability to assign these courses to users and monitor their progress. Learning from Experts: Learn how to use the latest product features from product experts via digital webinars or live classroom-style workshops. Learning from Peers: Check out tips and tricks from Samsara Super Users and learn how to get the most out of your Samsara products. Finally, all users have access to the comprehensive Samsara Knowledge Base online, which provides help articles, guides, and videos to answer almost any question. To see the Knowledge Base, please visit https://kb.samsara.com/hc/en-us. On-site training can be accommodated to complement online training if necessary.	*

42	Describe any technological advances that your proposed Solutions offer.	Samsara believes that while the Information Technology sector has long benefited from software and cloud technology, the industrial connected operations world, with assets and workers in mobile, remote, and rugged environments, has not. Samsara was founded to change that. Our connected operations platform combines hardware, software, and cloud to bring real-time visibility, analytics, and AI to connected operations. The purpose of this platform is to help dramatically improve the Safety, Efficiency, and Sustainability of all operations that power our economy. Samsara's key differentiators are our unified and easy-to-use dual facing camera + telematics platform along with our rapid pace of innovation. Our hardware and software platform is created in-house by Samsara Engineering and provide customers the ability to manage their assets from a single, unified platform for all their assets. This includes real time GPS units, integrated dash cameras embedded with artificial intelligence, asset trackers, wireless sensors such as environmental and door monitors, integrated Wifi, and more. On top of the hardware sits a robust unified software platform that allows users to track and analyze the data coming in from their Samsara devices at a click of the button. Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. Samsara became a public company on the NYSE in 2021 and is continuing to invest heavily, in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. In addition, what truly sets Samsara apart from the competition is our product development feedback loop, and go to market strategy. We listen to our customers, create product & feature development upgrade cycles, and efficiently launch to our customer base. This has allowed us to become a market leader since being founded in 2015. A concrete example of our continuous technological improvement is our Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, Sourcewell can save time on event review and coaching. Drivers also have more control over their own safety experience on the road. Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned Sourcewell coaches. Another example is our release (no later than last week!) of our Drowsiness Detection feature. For further information on this groundbreaking technology, please read: https://samsara.com/blog/drowsiness-detection?utm_source=linkedin&utm_medium=social&utm_campaign=communications	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Related to our Solutions Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), You Group can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behaviour to decrease idling events instances and reduce fuel consumption over time. https://kb.samsara.com/hc/en-us/articles/360042972271-Driver-Efficiency-Report	

With our new Sustainability Report, You can visualize the fleet's carbon emissions over time to measure and compare output to set more accurate reduction goals.

- Track current vs. predicted carbon emissions output to stay on course with annual sustainability goals
- Easily compare carbon emission output by tag to identify your biggest CO2 contributors
- Export emissions data to use in government reporting or internal ESG reports

Related to our Company

When it comes to sustainability, we believe our greatest impact as a company will come from building better technology for our customers. We're invested in helping our customers to:

Save Fuel--Harsh driving, excess idling, and inefficient routing can add up to higher fuel usage. Samsara helps decrease unnecessary fuel use through real-time visibility into driver behavior and insights into route performance. By collecting engine data from each vehicle, Samsara provides unmatched visibility into a fleet's fuel usage, making it easy to identify which truck is idling, which drivers need coaching, and which routes minimize the distance between stops.

Improve energy efficiency--Samsara's industrial monitoring and control products help customers keep tabs on their equipment and machinery with real-time performance reports. Our power meters provide better visibility into equipment energy efficiency to help improve the performance and reliability of pumps and other machinery.

Reduce production waste--Samsara Machine Vision helps product manufacturers perform quality assurance in real time to reduce wasted product by catching production or quality issues immediately. This reduces materials wasted and allows our customers to improve their throughput and yield.

Decrease food waste--Refrigerated transportation of perishable goods has grown by nearly 60% in the last forty years, but without proper temperature control, food spoilage poses a large risk. Samsara's plug-and-play WiFi monitors make it easy to manage cold chain logistics and collect continuous temperature and humidity data. With Samsara temperature monitoring, fleets that store, distribute, or deliver perishable goods can monitor temperatures in-transit to prevent food waste.

Monitor environmental pollutants--In hazardous waste or construction sites, environmental data is highly time-sensitive. Samsara provides continuous, real-time visibility and alerts on data collected from environmental sensors. This helps customers move quickly to shut down operations when dangerous levels of hazardous pollutants are detected, ensuring the safety of field workers and ultimately reducing environmental impact.

Enable zero emissions--Looking ahead, we see that many fleets are looking to take the next leap in sustainability by transitioning to electric vehicles. To facilitate this process, we are committed to building best in class fleet management tools specifically for EV vehicles.

With the help of Samsara, our customers have saved 24 million gallons of fuel used annually across their fleets, which amounts to $80M saved and the equivalent of planting 17M trees.

At Samsara, we look for ways to minimize waste by reducing the volume of materials that end up in our landfills. To help these efforts, we've designed our product packaging to be 100% recyclable.

Our commitment to the environment extends to the people we do business with. We partner with manufacturers who align with our vision for sustainability. As part of our supply chain management, Samsara evaluates all suppliers for their compliance with the Restriction of Hazardous Substances Directive (RoHS). This helps us ensure that no environmentally

		hazardous materials are used in the creation of our products. Samsara's new headquarters at 1 De Haro in San Francisco is the first CLT (cross-laminated timber) building in San Francisco, and the first multi-story CLT building in California. CLT structural panels offer a dimensional stability that's comparable to conventional framing, with a significantly smaller carbon footprint. We welcome you to tour our facility and meet with our executive team. Below we have included specific examples outlining the impact Samsara's products have on sustainability for our customers: City of Fort Lauderdale: In just six months, the team was able to use Samsara to reduce idle time by 20% and fuel consumption by 5%—even as the City's fleet grew to include over 1,700 vehicles. Dohrn Transfer Company: Samsara's products helped contribute to a 2% improvement in yearly mileage, also equal to 150,000 fewer gallons of fuel. Cash-Wa Distributing: By using Samsara's EM wireless temperature sensors across their 220 trailers, Cash-Wa ensures food safety and reduces rejected loads. Hoss estimates a 30% decrease in Cash-Wa's customer credit payouts for improper temperature claims. San Jose Water Company: With the help of Samsara, San Jose Water Company achieves real-time visibility into power meters, PLCs, and sensors across hundreds of pumps and facilities that serve over a million consumers in the greater San Jose metropolitan area. For more information on our commitment to sustainability, please see our latest Environmental, Social, and Governance Report: https://www.samsara.com/company/impact-report	
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.	We measure the carbon footprint of our business operations, including throughout our supply chain, and we track our emissions on the third party Watershed platform. Our services help our customers achieve their sustainability and climate goals. Our product packaging is 100% recyclable. We have committed to reduce our carbon footprint to achieve net zero emissions by 2040, which involves measuring and reducing the environmental impact of our business operations, including in our supply chain. You can also check out in great detail Samsara's green commitment, contained in our ESG report available here: https://www.samsara.com/company/esg/	*
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?	We serve over 30,000 customers across diverse sizes and industries, including state and local governments, K-12 and higher education, federal agencies, utilities, transportation and logistics, field services, food production, energy, construction, warehousing, and manufacturing. On the largest end of the spectrum, we serve clients that spend well into 7 figures per year with Samsara and are heavily invested in our complete platform. These include private agricultural companies, state and local governments, private utility contractors, trucking firms, and more. On the smallest end of the spectrum, we serve clients with 5 vehicles or fewer. We have a significant base of public sector customers as discussed above. These range from cities and counties to state fleets, DOT snow plow fleets, heavy yellow iron, and virtually all types of motorized and non-motorized transportation related assets. All in all, our one-stop-shop allows our customers and participating entities to only deal with one vendor, as opposed to what used to be three or four separate ones. We have included a list of public sector customers of ours for your review, as an Appendix of our response document. These showcase various levels of savings, such as driver exoneration, insurance claims, reduction in driver risk factors, time gains by minimizing administrative tasks for drivers, and much more. We believe our long-term partnership with Sourcewell has been very positive for both parties, and have no doubt we can continue reaching our respective and common goals together.	*

46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	Samsara is GDPR compliant and is ISO 27001, 27017, 27018 and 27701. Additionally, we have re-certified our SOC 2 Type II. North American customer data is stored in AWS data centers in the United States (AWS US-West 2 region in Oregon). EU customer data is stored in AWS data centers in Ireland. Data at rest in Samsara's production network is encrypted using AWS's AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. Samsara has implemented appropriate safeguards to protect the creation, storage, retrieval, and destruction of secrets such as encryption keys and service account. Samsara is built on a secure multi-tenant cloud architecture with logical data separation using a hypervisor. Customer data is logically separated across distributed databases with required authentication checks for every application-layer and data-layer access made to any tenant's data. Data at rest in Samsara's production network is encrypted using AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. All data transmitted between Samsara clients and the Samsara service use strong encryption protocols. We use TLS 1.2 over public networks to protect data in transit. Finally, our SOC2 report includes details related to our security programs and the policies and procedures associated with them. This document is available with a signed SOC2 specific NDA, and can subsequently be requested here: https://security.samsara.com/?gad_source=1&gclid=Cj0KCQjw4Oe4BhCcARIsADQ0csIMw6IfiS5WfcuqXtaUQvvsei-7t_MSIVVPZDIAdsqzyJrJayWBbukaAiHLEALw_wcB For a full overview of our security policies, please see: https://www.samsara.com/company/privacy and https://www.samsara.com/legal/data-protection-addendum	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	Samsara provides capabilities that align with V2G technology and smart city applications through its advanced solutions for fleet electrification and management. While not explicitly offering V2G, Samsara's telematics platform facilitates smart city initiatives by integrating electric vehicles into urban infrastructure: 1: Real-Time Monitoring and Reporting: Samsara offers real-time state-of-charge monitoring for EVs, allowing fleet managers to make informed operational decisions. This feature mitigates range anxiety by providing alerts when battery levels fall, ensuring vehicles are managed efficiently. 2: Data for Infrastructure Planning: Using Samsara's historical charging data, cities like Boston have been able to plan and optimize the placement of EV charging stations, essential for expanding the electric vehicle infrastructure. 3: Integration and API Benefits: Samsara's open API capabilities enable integration with other smart city systems. This feature is useful for incorporating vehicle data into broader city planning and management platforms, promoting efficient energy management and usage. 4: Sustainability and Cost Savings: By leveraging data insights for fuel efficiency and electrification opportunities, Samsara aids cities in reducing their carbon footprint and operational costs, which are key aspects of smart city ecosystems. Through these capabilities, Samsara facilitates the incorporation of EVs into city fleets, promotes efficient energy use, and supports the infrastructure necessary for smart, sustainable cities.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	Accident Management Hours of Service (HoS) data is captured by the vehicle gateway and is continuously uploaded to the cloud where is immediately visible in the Samsara Dashboard. If a gateway is unable to upload data due to lack of network coverage, the unit continues to store all HoS, location, and vehicle data locally. This means that a driver will always be able to show a DOT officer a fully compliant and up to date log, even without a cellular connection. Once connection is reestablished, all data is immediately uploaded to the Dashboard. Compliance teams then access all of this HoS data using the Samsara Dashboard. The Dashboard provides centralized visibility of HoS logs and fleet activity. It allows visibility into real-time location, duty status, HOS logs, and driving hours remaining for any driver in the fleet. Samsara will capture telematic data for a crash via the vehicle gateway (gps, speed, data	

from accelerometer) and video capture via the dash cam (in-cab, forward facing, and any connected cameras via the camera connector) and this combination of data sources can be used to understand more about a serious accident or crash.

In both cases above, the customer compliance teams will have a dedicated Customer Success Manager to assist in these events. In additional, our customer support teams are available 24x7x365 to assist in audits or accidents.

Harsh Events
Our Safety Report provides trend analysis and safety scores, at the organization- and driver-levels, calculated using harsh events and speeding. These reports are also available based on specified groups of drivers and vehicles using tags, tailored to your organization's needs. Samsara helps keep drivers safe on the road with real-time alerts that allow you to quickly identify and coach for safety or compliance violations. Easily customize your alerts to notify you when a driver is speeding or use the HOS report to see if drivers are approaching a compliance violation. Samsara has the ability to trigger at-risk driving behaviors using the accelerometer to trigger events including harsh brakes, harsh turns, harsh accelerations, and crashes. Samsara provides events detected from the Vehicle Gateway such as harsh turn, harsh brake, harsh acceleration, speeding, and AI detected events such as tailgating, mobile usage, no seatbelt, rolling stop signs.

A core focus of the Samsara solution is to provide coaching to drivers and analytics on risk trends and behaviors. The coaching platform comprises configurable in-cab alerting and 'nudges' through spoken commands to assist drivers to self correct 'in the event', as well as a rich cloud based coaching platform with associated analytics, dashboarding and safety scoring, league tabling and program health auditing.

Coaching

Coaching can be achieved both through the platform and via the driver app enabling organizations to drive risk reduction both by face to face sessions where appropriate, or via the app enabling drivers to learn through video clips where they might improve and also to see where they rank against peers.

The CM34 (Samsara's dual-facing dash cam) provides configurable voice feedback to the driver when the harsh event has been detected. As an example, if the CM34 detects mobile phone usage, then an audio alert stating “Mobile phone detected” will be communicated to the driver.

To further enhance proactive driver coaching and more effectively coach your drivers at scale, Samsara have also developed Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, customers can save time on event review and coaching. Drivers also have more control over their own safety experience on the road.

*

Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned customers' coaches.

Customers' authorized admins can configure how many in-cab alerts are triggered to help the driver self-correct before uploading the safety event into the Samsara platform for review by the customers' coaches.

		Driver Scoring For each driver/vehicle in the customers' fleet, Samsara calculates a safety score that you can use to measure driving behaviour over time. You can use the safety score to encourage positive driving behaviours and to coach drivers to reduce unsafe driving practices and minimize the likelihood of accidents. Safety events that influence the safety score for a driver/vehicle include harsh driving, speeding, and AI-detected events such as following distance. Samsara assigns a weight to each behaviour to highlight the severity of risky driving behaviours. By default, Samsara sources benchmark data from mixed vehicle Samsara fleets and uses this data to calculate the weight. The higher the severity of the behaviour, the higher the level of impact to the safety score. Customers can use the default settings to calculate the safety score or refine the calculation for specific driving behaviours. Samsara calculates the safety score using a mix of harsh events, speeding events, and AI-detected unsafe driving behaviour events over time. To help customers quickly and easily identify safety score severity, the Samsara dashboard displays safety scores with the following default RAG based colour-coded indicators to represent the range of the safety score performance with the ability to configure the safety score performance band ranges of the fleet. Samsara automatically calculates the safety score for drivers and vehicles. If you view multiple drivers or vehicles, such as in the Safety Overview, the calculation aggregates the total behaviour data. You can calculate the safety score of each driver or vehicle using the following equation: Safety Score = 100 - (sum of all score impacts) Where the sum of all score impacts is total value of the impact to the safety score for all unsafe driver behaviours. The calculation of the impact to the safety score is dependent on the behaviour type: Speeding behaviours: (Time spent speeding x weight) / (total time driving / 100) AI Following Distance, AI Distracted Driving: (Number of events x weight) / total time driving All Other Behaviours: (Number of events x weight) / (total miles driven / 1000) To reinforce positive driving behaviours such as Defensive Driving, the weight is a negative value; therefore, subtract the impact score value from the score impact calculation. Additionally Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), Sourcewell can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behavior to decrease idling events instances and reduce fuel consumption over time. Samsara also offers Connected Training. With pre-uploaded courses in the Samsara dashboard, managers can now send training videos or courses to drivers and track the status on these training sessions. Samsara also offers a separate license if customers have their own in house training material or videos they would like to upload into Samsara to share with drivers.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	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	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Samsara's standard payment terms are Net 30 days. We will be happy to keep the same payment terms as the ones currently in place.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of each participating entity.	*
60	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.	Terms of Service: https://www.samsara.com/legal/platform-terms-of-service Service Level Agreements: https://www.samsara.com/legal/hosted-software-sla Blank Order Form attached in the documents	*

61	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?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.	*
62	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.	Samsara offers line-item discounts on a case-by-case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please refer to the pricing provided as part of our response, which contains all applicable SKUs offered to Sourcewell, including detailed pricing data and discounts. Additionally, please see Samsara's latest warranty policy: https://www.samsara.com/support/hardware-warranty	*
63	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.	Samsara is offering a 2% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see full details in the attached price sheet.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager directly during the purchasing process.	*

65	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.	Samsara has an open integration ecosystem based on our public API. We make it easy for software providers to connect to the Samsara cloud for system of record data on physical operations in the context of a mutual customer. Learn more on the developer site: https://developers.samsara.com/docs Samsara is an industry leader with an ecosystem of more than 200 connected apps and integrations. Learn more on App Marketplace: https://www.samsara.com/resources/marketplace/ The App Marketplace program is managed by the Samsara Product: Platform team. We are constantly adding developer tools and features to make it easier for partners to build with Samsara and for our customers to take advantage of data sharing between platforms for a more integrated tech stack. Integrations must be fully vetted to be listed on App Marketplace, including: technical documentation on how the integration works including the API endpoints used, frequency that data is retrieved/posted, data access scopes required, enablement steps and support resources. Every integration must be proven out in a production environment before being listed publicly. More than 8,000 Samsara customers use integrations. Among the 200+ integrations on App Marketplace, the most popular are used by more than 1,000 fleets. To see what 3rd party developers see about App Marketplace: https://docs.google.com/presentation/d/1WjQ58ldDd2-v9_VJW1p8C7CQNCACWKHvTEoc7TGh8FQ/edit While some of these partners listed may have their own fees for certain integrations, Samsara never charges extra for an existing pre-built integration. Should a customer wish to build a new integration from the ground up, an individual quote will be supplied for each such request. Cost will be determined on a case-by-case basis. This could also be a custom success or support program that a customer might request above and beyond our typical implementation and customer success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy each request. As for installations, over 95% of Samsara customers choose to self-install, as our hardware are plug-and-play and typically take about 15 minutes to install (vehicle gateway only), up to 30mins (vehicle gateway + dash cam). Should a customer prefer to call in a third party to install our hardware, we will happily supply them with a list of certified installers upon request.	*
66	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.	Applicable taxes Shipping & Handling Installation (if a customer does not wish to self-install)	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara has a long-term partnership with FedEx Freight, where shipping costs are calculated based on the size and destination of the order, and these costs are added to the customer's invoice as a separate charge. The process is as follows: Customer sends final vehicle and asset lineup to Samsara; Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order; All shipments are FOB origin, where freight is pre-paid and added to the customer's invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and offshore deliveries all follow the same process as listed in the previous response.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We pride ourselves on our customer service and support, available 24/7/365 via toll free phone, email and online chat. Most phone calls are answered in <1 minute, emails are usually answered in <1 hour and most cases are resolved in <24 hours. Equipment is generally available to ship within two weeks of order receipt. In many cases we can ship overnight if expedited service is requested. For orders of a thousand or more, we prefer to have insight to the proposed schedule so that we can smooth the supply chain and ensure customer satisfaction. Supply chain is a significant area of competitive advantage where Samsara has invested heavily over the years to avoid disruptions. Because Samsara designs and builds proprietary devices, we are able to control the supply chain. Should a piece of hardware not be satisfactory upon receipt, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit to launch an internal investigation. We have received positive feedback from our customers, as competitors in the industry do not offer such levels of shipping and warranty.	*
70	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.	Samsara utilizes both a transactional Customer Satisfaction score based on a survey after every support case, as well as a periodic NPS survey to measure the quality of the services provided. Samsara takes a long term partnership approach with our customers. From day one our team provides dedicated pre-sale, implementation, training, customer success and 24/7 support services to ensure a successful rollout and continued success We also provide access to our Product Development teams to hear your feedback to help guide future enhancements and new features. As part of the quoting process, Samsara's sales force inputs the 'contract vehicle' information upon processing a quote, at which point the Sourcewell contract number is automatically applied to the quote. Our operations team then collects this information for reporting purposes each quarter. As part of our commitment to exceptional quality, Samsara offers the most complete warranty on the market . The warranty lasts as long as you are a Samsara customer. This is a full replacement warranty , so if a device fails, we ship you a new replacement device and a return label for the faulty device. More information can be found here: https://www.samsara.com/support/hardware-warranty. Finally, Samsara guarantees 99.99% uptime. Please see our Hosted Software SLA for more information: https://www.samsara.com/legal/hosted-software-sla/	*
71	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.	Samsara has had a long-term successful partnership with Sourcewell. As such, we do not intend on changing the way we have been conducting business with Sourcewell, and will allocate the same level of internal resources to keep this relationship strong. Samsara has assigned two Partner Account Managers, one Partnerships Director, and one Legal Associate to Sourcewell in order ensure growth of the partnership. Quarterly reporting on usage of the contract is shared with sales leadership.	*

72	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.	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event of an award.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please see our Pricing attached as a document.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Samsara is the only company in the industry with a fully vertically integrated platform offering real-time GPS, WiFi connectivity, Reporting, Telematics, Safety, Industrial, and Connected Worker offerings. There are companies that compete with individual offerings, yet we have no competitor that offers the full connected operations platform that Samsara does. In short, clients select Samsara over its competitors because Samsara enables them to achieve better business results with fewer vendors, logins, subscriptions, costs, etc. We combine powerful hardware, world-class software, and elite professional service teams at no additional cost to drive dramatic and profitable results in our clients' operations. As a result Samsara has seen tremendous growth in the market with over 30,000 customers and becoming a public company in 2021. Please see below for a breakdown of each service and the key takeways: Safety: Protect your team with AI-enabled cameras and coaching AI Dash Cams Driver Coaching Safety Reports Telematics: Manage your fleet in real-time, from one dashboard Real-time GPS and diagnostics Routing and Dispatch OEM Telematics Equipment Monitoring: Track and manage equipment, trailers, and other assets Trailer Tracking Equipment Tracking Advanced Monitoring Site Visibility: Manage facilities and remote sites with video security Incident Investigation Automated Alerts Remote Visibility Mobile Experience Management Remote support into company-provided smartphones and tablets Straightforward policy configuration Device Monitoring Samsara's Safety and Telematics solutions are also available on the FirstNet network as a "Trusted" solution. FirstNet Built with AT&T operates in all U.S. states and territories and supports emergency communications nationwide. Built using commercial standards, it is resilient, interoperable and and able to provide optimal levels of operational capability during emergencies to first responders and agencies supporting them. Samara's FirstNet Trusted status reflects the designation given to devices and other technologies that meet the stringent security, reliability, and performance standards set by FirstNet. The "Trusted" label signifies that a product or service has undergone rigorous testing and evaluation to ensure it can effectively support the critical needs of first responders during emergencies and daily operations.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see response above.	*

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	

76	Fleet management information systems	◉ Yes ○ No	Samsara complies with this requirement. We have pre-built integrations with most leading FMIS systems to include vehicle location information and maintenance data among other data points. In the event that a pre-built integration does not exist today, we will work with the FMIS system to get this completed as quickly as possible and based on your guidance. Samsara is currently able to sync our Vehicle Gateway and Asset Gateway data such as trip history, engine runtimes, fault code analysis and odometer data. Additionally, we can also trigger work orders to be created when faulty DVIRs are submitted, with service requests being directly sent to technicians.	*
77	Fleet technology related hardware solutions	◉ Yes ○ No	Samsara has a large internal quality organization that looks after hardware, firmware, and software quality. In addition to this, we leverage our manufacturing partners' quality/reliability teams to provide additional test capacity. These teams are in place to deal with any issues and questions that arise during manufacturing. Samsara works to maintain current quality standards while focusing on an industry leading rate of innovation. Samsara's SaaS platform system leverages AWS infrastructure, which is ISO 27001 certified. We undergo SOC2 type II audit. Our software development teams have a QAP in place. The purpose of the program is to account for Accountability for the Samsara product lifecycle and platform. The product quality program spans Design, PM, Engineering, and QE. Each Product Group has an assigned advising QE. This QE adviser provides consultation, review, and/or sign-off on test planning. Products have hands-on, direct QA testing support (ie drive testing on ELD or firmware testing). In addition, Samsara hardware is proprietary, engineered in-house, and intended for industrial applications, including manufacturing, oil and gas, trucking / distribution, etc. Our hardware is designed in-house using industrial grade materials -- such as polycarbonate plastics, steel, aluminum and industrial rated electrical components. Each of hardware product datasheet's detailed in our proposal show the individual certifications that our hardware has achieved.	*

			Our hardware is designed to withstand (when applicable): IP69k ingress protection (intended for industrial wash applications) Rugged vibration testing (ISO16750, random vibration testing of 32hrs/axis up to 1000hz) Extensive thermal cycling (-40C to 85C) Drop testing Among other tests as part of a comprehensive reliability test suite Our reliability test suite is intended to stress our products and accelerate aging to simulate real life wear and tear of our products. We design our products to survive throughout the service life. The random failures that do occur, while unexpected, are analyzed internally and the information is used to improve the robustness of our products. We set a high bar for ourselves to deliver the most reliable customer experience and regularly sample our reliability to the competition, the market and adjacent markets to ensure that we meet stringent quality standards. We provide intelligent device health reporting that will allow you to immediately tell if a device is having issues before a vehicle ever goes offline, preventing the loss of critical footage or diagnostics information. If a device issue is identified, Samsara is the only solution on the market to provide actionable recommendations to remedy the device, directly from the Dashboard. Overall Samsara are in a very strong position to manage quality as we create both the software and hardware elements of our solution providing us with end to end visibility and complete control over the entire interoperability.	

78	Related software solutions	◉ Yes ○ No	Samsara's ecosystem of products and the Samsara Dashboard are all designed in house. This includes our two applications, available on both iOS and Android devices, our Fleet Management App and our Driver app. The Driver App is an all-in-one app that lets administrators give drivers the right information at the right time, so they can meet demanding schedules with great precision. Administrators can tailor the driver's experience directly from the dashboard or push information from other systems via open APIs. An easy-to-use interface means less paperwork, improved compliance, and greater productivity across your entire fleet. The Samsara Driver App works on any iOS or Android device. The Driver App is included with your Samsara Vehicle Gateway license. The Samsara Fleet Mobile App is built for fleet managers on the move. Whether you are in the office or in the field, the Samsara Fleet Mobile App helps you stay on top of operations with in-app alerts that notify you of events that need attention. Improve safety at the moment with the ability to review safety events, download HD dash camera footage, and share videos in the field. In addition to safety event data, the app provides real-time visibility into vehicle location so you can pinpoint drivers who need assistance and navigate to their location in one click. To help streamline driver and technician workflows, the app also provides diagnostic, HOS, and sensor data. Live ETAs can also be directly shared with customers with a single tap. Fleet Mobile App features are included with relevant licenses i.e. Safety features are included with Video-Based Safety licenses. https://kb.samsara.com/hc/en-us/articles/360040058532-Samsara-Fleet-App-Features	*

79	Fleet telematics	(•) Yes ( ) No	Samsara's GPS/Telematics offering is the core of our business and the first product we brought to market. Samsara is 100% focused on creating safer, more efficient and more sustainable operations of vehicle fleets through GPS/Telematics, video based safety and our mobile/online apps designed to digitize and automate all related processes. Based on our strength and focus in this specialized market we have been ranked as one of the fastest growing companies in America for several years. Because we are completely focused on GPS/Telematics and Safety we are able to release over 200 new features annually based on what our customers are asking for and as a result have been growing at nearly 100% annually with the average customer expanding their relationship with us by 25% every year. We have nearly 1,000 public sector fleets and over 30,000 total fleets using Samsara for Telematics, GPS and video based safety today. In total we have over 2,000,000 vehicles being monitored collecting over 4.6 Trillion data points, facilitating over 33 Billion API calls, collecting over 85 Billion minutes of video footage and detecting over 2.4 Billion safety events annually.	*

80	Fleet monitoring and asset tracking	◉ Yes ○ No	Samsara has two forms of Asset Tracking, Powered and Unpowered. Powered asset gateways include the Powered Asset Gateway and Powered Asset Gateway +. The Powered Asset Gateway Plus is ideal for monitoring specialty and refrigerated trailers, off-highway vehicles, heavy equipment, and high-value mobile assets. The Asset Gateway is ideal for monitoring dry-van and flatbed trailers and powered equipment. Both powered asset trackers provide real-time GPS tracking as well as reporting on telematics, utilization, dormancy, etc. Our Unpowered Asset Gateway is a battery-powered Asset Tracking Device for periodic check-in as well as wake-on-motion updates. Samsara's newest product in this space - the Asset Tag- uses bluetooth technology to small, mission critical assets in near real-time. These products are seamlessly integrated into the same dashboard as vehicle trackers and allow for alerts and alarms around movement. The Asset Gateway + & Asset Gateway have GPS and cellular hardware internal to the device, allowing for the tracking of assets. Product Information: Asset Gateway +: https://www.samsara.com/products/models/ag26/ Powered Asset Gateway: https://www.samsara.com/products/models/powered-asset-gateway/ Unpowered Asset Gateway: https://www.samsara.com/products/models/unpowered-asset-gateway/ Asset Tag: https://www.samsara.com/products/models/asset-tag	*

81	Geofencing solutions	◉ Yes ○ No	Samsara provides customizable geofences (https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address) that can be adjusted directly in the cloud dashboard. By default, each new address will have a geofence boundary with a 250 meter radius from the address. Alternatively, you may use the drawing tools to adjust the geofence perimeter or shape to be a box, circle, or multi-point polygon. NOTE: With Samsara, the detailed polygon that you draw for the address will be used for all geofence detections, including automatic detection of route stop arrival and route stop departure. Some other vendors in the market default back to a radius for route-stop events, regardless of a detailed geofence drawing. Once defined, you may also select an Address Type for each geofence, including: Normal Geofence: Assigns a boundary around the address for a region of interest. You can use the geofence for route tracking as start and stop indicators when entering or exiting the geofence. Yard: Unassigned trips contained within this geofence will be automatically annotated for ELD compliance. These automatic annotations should only be used for ELD exempt personnel, such as mechanics, fuelers, or washers. ELD subject drivers should always sign in to the Samsara Driver App and log their appropriate duty status. Risk Zone: Used to highlight dangerous locations where thefts or similar incidents often happen. Risk Zones appear as red geofences in the Fleet Overview It is also possible to use geofences to auto-dismiss safety events within the geofence.	*

82	Motor pool and fleet sharing solutions services	◉ Yes ○ No	Because our hardware is plug-and-play, the motor pool and fleet sharing solutions services can be easily integrated and managed through our cloud-based platform. By using our Driver App, employees can submit digital documents, barcodes, signatures and scans through our Custom Forms or Driver Documents functions. As for understanding which driver drives what vehicle in real-time, Samsara made this is easy through a multitude of driver login options: driver login is linked to their assigned routes within the dashboard. Once a driver begins driving, their assigned route, status, and timing automatically begins, or if using Samsara dual-facing dash cams, drivers will be assigned as soon as a vehicle is started. We also offer an NFC ID card reader.	*
83	Integrated video solutions	◉ Yes ○ No	Samsara offers both the CM33 (forward-facing) and the CM34 (dual-facing) dash cams, as well as the HD Camera Connector. Please see below for a broad overview of our flagship products, also presented in our response document. Samsara's CM33 Front-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM33 is purpose-built to reduce high-risk behaviors, lower safety-related costs, and provide deep visibility into fleet operations. The CM33 analyzes the road in real-time, providing advanced visibility into the cause of accidents. Using artificial intelligence on the edge, the CM33 can instantly detect events such as tailgating and rolling through a stop sign. The CM33's cellular capabilities eliminate the need for manually retrieving memory cards from vehicles or downloading footage from a DVR. Operators can instantly access recent and historical captures from any web browser. The CM34 Dual-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM34 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into	

			fleet operations. The CM34 captures smooth, high-definition video of the road and driver simultaneously, enabling operators to clearly see events of interest. With high-end resolution, 30 frame per second capture, and in-cab Infrared LED for unlit nighttime video, the CM34 provides exceptional performance in a scalable camera system. The CM34 analyzes driver behavior and road conditions in real time, providing unprecedented visibility into leading causes of preventable accidents. Using artificial intelligence on the edge, the CM34 can instantly detect events, such as distracted driving and rolling through a stop sign. The HD Camera connector allows fleets to connect up to 4 high-definition third-party cameras for side, rear, or interior visibility. Fleet and safety manages can bring cloud connectivity to existing cameras and harness the power of 360 degree visibility. With advances in imaging technology, encoding, and wireless data networks, Samsara dash cams bring tremendous quality and features at a fraction of the cost of traditional enterprise-class systems. With no complex wiring or configuration, it's also easy to use. Samsara dash cams install in about ten minutes, and the Samsara Cloud dashboard enables users to access footage without training or IT expertise.	*

84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	◉ Yes ○ No	In August 2019, Samsara achieved a net-zero carbon footprint. Samsara helps its customers achieve their goals for waste reduction, greenhouse gas (GHG) reduction, and renewable energy sources as outlined in Samsara's 2022 Environmental, Social, and Governance Report. https://www.samsara.com/pdf/docs/ESG-Report.pdf Additionally, the Fuel & Energy report displays information about the fuel efficiency, estimated carbon emissions and usage of drivers or vehicles in the fleet. Please see: https://kb.samsara.com/hc/en-us/articles/360042282731-Fuel-Energy-Report Finally, Samsara is a market leader in EV support and is an integral business investment area. We have been investing heavily in the last 2 years on EV model coverage and functionality for fleets that are looking to transition or have already transitioned to EVs. Samsara offers a EV suitability report to help fleets identify potential vehicles that are best candidates to electrify/replace based on user configurable parameters. https://kb.samsara.com/hc/en-us/articles/360062066832-EV-Suitability-Report We work closely with our customers to identify new EV models they are purchasing and invest in R&D to solve the challenge of reading out EV diagnostics such as Odometer, state of charge, state of health, energy consumed and more. Samsara's hardware is designed to be compatible with all vehicle types. The capabilities specific to EVs and Hybrids include electric vehicle management, including a fleet electrification report, real-time charging status & alerts, EV route planning, fuel & energy reporting, an EV charging report, battery health, EV utilization history, & more. For more information, please visit: https://www.samsara.com/products/telematics/electric-vehicles	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - Samsara - Sourcewell RFP Submission 2024.xlsx - Monday October 28, 2024 22:47:16
- Financial Strength and Stability - Samsara - FY24 - 10K Filing.pdf - Monday October 28, 2024 22:44:46
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Blank Order Form.pdf - Tuesday October 29, 2024 12:20:06
- Requested Exceptions - RFP_102924_Master_Agreement_Fleet Management Technologies (Samsara 2024.10.28).docx - Monday October 28, 2024 22:43:28
- Upload Additional Document - Samsara for Sourcewell - October 2024 .pdf - Monday October 28, 2024 22:56:20

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. - Samantha Kriegsman, Senior Partner Account Executive, Samsara Inc.

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_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	☑	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	☑	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	☑	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	☑	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	☑	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	☑	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	☑	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	☑	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	☑	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	☑	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	☑	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	☑	1

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

MASTER AGREEMENT #102924
CATEGORY: Fleet Management Technologies with Related Software Solutions
SUPPLIER: Samsara Inc.

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 Samsara Inc., a Delaware corporation located at 1 De Haro Street, San Francisco, CA 94107 (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 Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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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 23, 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 #102924 to Participating Entities. In Scope solutions include:

   a. Fleet management information systems;
   b. Fleet technology related hardware solutions;
   c. Related software solutions;
   d. Fleet telematics;
   e. Geofencing solutions;
   f. Motor pool and fleet sharing solutions services;
   g. Integrated video solutions; and,
   h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

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 material 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, 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 all hardware solutions are subject to Supplier's Hardware Warranty and RMA Policy set forth at https://www.samsara.com/legal/hardware-warranty.

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. For the avoidance of doubt, the Terms in this Article 2 do not apply as between Supplier and a Participating Entity.

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.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Each party reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other similar changes. 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 either party 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 third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any material breach 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 Solutions under this Agreement used in accordance with the Terms of Service (as defined below). Sourcewell's

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responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier be liable to Sourcewell for incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services.

Supplier's indemnification and hold harmless obligations under this Section are contingent upon: (a) Sourcewell providing Supplier with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Supplier, at Supplier's expense, in the defense and settlement of such claim; and (c) Supplier having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Supplier will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

In no event will Supplier's total aggregate liability, including to Sourcewell and any of its affiliates, arising out of or in connection with this Agreement or from the use of or inability to use Supplier's SaaS products exceed the amounts Supplier has paid to Sourcewell hereunder during the twelve (12) months preceding the event giving rise to the damage. Notwithstanding the foregoing, this limitation shall not apply to liability arising from Supplier's gross negligence, willful misconduct, or violation of 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. Sourcewell agrees to abide by the terms of Supplier's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

   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.**

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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.

e) **Publicity.** Any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for a party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

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 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) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

23) **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 per 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. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including

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construction defect, liability assumed under an insured contract, 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, upon request, 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 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.

24) **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.

25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party's obligations under this Agreement for any transactions entered with

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Participating Entities through the date of termination, including, as applicable, 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 Warranty and Other Terms.** Supplier's proposal may include proposed terms relating to shipping 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, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, 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.

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.** Notwithstanding anything to the contrary herein, in order to purchase from Supplier under this Master Agreement, any purchase order shall be subject to Supplier's then-current terms of service at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service ("Terms of Service"). 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 mutually agreed to by Supplier and 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

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dispute resolution, governing law and venue, non-appropriation, insurance, 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 mutually agreed to by Supplier and 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, but any Participating Addendum shall at least include the then-current Terms of Service by reference.

Sourcewell

Signed by:
By: _____ Jeremy Schwartz C0FD2A139D06489... _
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/6/2025 | 3:50 PM CDT

Samsara Inc.

Signed by:
By: _____ Adam Eltoukhy 5649DAAA31CA47F... __
Adam Eltoukhy
Title: Chief Legal Officer
Date: 6/6/2025 | 11:33 AM PDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Samsara, Inc.
Address:	1 De Haro Street San Francisco, California 94103
Contact:	Samantha Kriegsman
Email:	samantha.kriegsman@samsara.com
Phone:	415-870-6315
HST#:	

Submission Details

Created On:	Tuesday September 10, 2024 13:16:43
Submitted On:	Tuesday October 29, 2024 12:23:26
Submitted By:	Maelle Collin
Email:	maelle.collin@samsara.com
Transaction #:	e56a518a-5ef4-4d47-8384-82c155bb7f9d
Submitter's IP Address:	136.226.54.196

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.	Samsara Inc.	*
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).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#020221-SAM	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 334220 and 518210	
6	Proposer Physical Address:	San Francisco (Global Headquarters): 1 De Haro Street, San Francisco, CA 94107.	*
7	Proposer website address (or addresses):	www.samsara.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):	Adam Eltoukhy – Chief Legal Officer adam.eltoukhy@samsara.com (415) 985-2400	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Samantha Kriegsman – Senior Partner Account Executive samantha.kriegsman@samsara.com 562-743-9421	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ned Sheeran – Senior Partner Account Executive ned.sheeran@samsara.com 650-542-1271 Rhonda Eiffe - AVP, Enterprise – Public Sector rhonda.eiffe@samsara.com 818-723-3077	

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.	Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown exponentially. Today we serve over 30,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Samsara is a public company (NYSE: "IOT") led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about Samsara's core competencies include ELD, vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. We continue to invest heavily in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. Samsara prides itself in exceeding customer expectations. In terms of revenue, 42% comes from Vehicle Telematics, 46% comes from Video-based safety, and 12% comes from Apps & Driver Workflows, Equipment, Sites.	*
12	What are your company's expectations in the event of an award?	Samsara has a long-standing business relationship with Sourcewell. Should Sourcewell choose to continue this partnership, we will keep our current resources allocated to Sourcewell and keep on giving them the tools to succeed. Samsara has enabled Public Sector Sales Teams to take the easiest path to purchase through the current contract. Our partnership has allowed for operations to continue successfully during COVID-19, and our Samsara RFP Team has streamlined the procurement process and brought new business to both entities. For concrete examples of customer success, please refer to case studies contained in the Appendix of our response document.	*
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.	For the fiscal years ended February 3, 2024 and January 28, 2023, our revenue was $937.4 million and $652.5 million, respectively, representing year-over-year growth of 44% or year-over-year adjusted revenue growth of 41%. As a publicly-traded company, we publish our 10K reports on our website, here: https://investors.samsara.com/financials/sec-filings/default.aspx	*
14	What is your US market share for the Solutions that you are proposing?	Since its creation in 2015, Samsara has remained the leader of IoT and telematics in North America, for the United States, Canada, and Mexico. Furthermore, Samsara's solution is fully compliant with all US States and the Canadian ELD Technical Standard, streamlining entirely cross-border operations. In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South).	*
15	What is your Canadian market share for the Solutions that you are proposing?	See response above.	*

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.	Samsara has never gone through any 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?	Option B. Samsara products (hardware and software) are designed, manufactured, and distributed all in-house. As such, Samsara identifies as a SaaS provider. This gives Samsara a unique edge because our products and software are both created in house by our own Engineering and Development teams. We sell our own products directly, and sometimes through third-party partners in all our geographies.	*
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.	In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South). The Samsara Vehicle Gateway has the following certifications: FCC, IC, PTCRB, UL62368-1, NOM-221, NOM-208, NOM-019, IFETEL, and Various Wireless Carrier Certs. The device is also FMCSA certified as an ELD solution. The Samsara Dash Cam has the following certifications: FCC, IC, CE, NOM, EN62368. The Samsara Driver App has the following Certifications: FCC IC PTCRB UL62368-1 NOM-221 NOM-208 NOM-019	*
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.	In the past seven years, Samsara and any included possible Responsible Party have never been subject to any debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the recent past, Samsara has been awarded the following: 2024 Best Place to Work – Glassdoor 2023 Artificial Intelligence Excellence Award 2023 Company of the Year – Frost & Sullivan's 2023 Great Place to Work Certified 2022 Sustainability Award - Business Intelligence Group 2022 Campus Forward Award - Ripplematch 2021 Emerging IT Vendors - CRN 2021 AI 50 - Forbes 2021 The Americas' Fastest Growing Companies - Financial Times 2021 America's Best Startup Employers - Forbes 2021 IoT 50 - CRN 2021 AI Excellence Awards - Business Intelligence Group 2021 IoT Analytics Solution of the Year - IoT Breakthrough Awards 2020 Best in Business Awards - Inc. 2020 FreightTech 25 - FreightWaves 2020 Fast 500 - Deloitte 2020 Top SaaS CEOs - Software Report 2020 World Changing Ideas - Fast Company 2020 Cloud 100 - Forbes 2020 Top Startups - LinkedIn 2020 International Business Awards - Stevie Awards 2019 Cloud 100 - Forbes 2019 Top Startups – LinkedIn	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approx. 8%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
22	What percentage of your sales are to the education sector in the past three years?	Approx. 3%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
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.) Utah DGS #PD3906 - 2023 - $164,998.90 2024 - $78,819.85 2. State of Kansas Fleet Management Solutions 53134 2024 - $246,253.36 3.) Minnesota Department of Administration 224308 2023 - $47,105.40 2024 - $307,010.55 4.) New York State IT Umbrella Contract PM69845 2023 - $128,959.63 2024 - $126,247.20 5.) New Jersey Participating Addendum M4014 2023- $26,879.40 2024 - $281,878.89 6.) State of Tennessee SWC 195 Telematics Hardware, Services, and Accessories (71019) 2022- $121,66.14 2023 - $1,638,307.21 2024 - $747,972.64 7.) Iowa Participating Addendum 23244 2023 - $172,079.70 2024 - $746,868.46	*
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?	Samsara GSA contract (GS-35F-327GA) 2021- $558,355 2022- $19,449.99 2023 - $956,054 2024- $1,802,099.69	*

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 and County of Denver	Bill Zollo - Manager, DOTI Fleet Management Division	706-495-8617 william.zollo@denvergov.org	*
City of Sacramento	Alison Kerstetter - Fleet Manager	717-514-5989 akerstetter@cityofsacramento.org	*
City of Tallahassee	Frank Evans - Business Process Solutions Manager	850-891-1063 frank.evans@talgov.com	*

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.	Samsara currently has over 1,800 employees worldwide entirely dedicated to Sales. This includes Account Development Representatives, Account Executives, Sales Engineers, etc.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Samsara has over 200 partners, referring to those who are qualified to resell our products, across all business units (fleet, industrial, connected sites, etc.). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. Carahsoft) fall under the 'IT systems distributor' industry. We do not have a geographical hub for our partners, we have one in just about every state, distributed evenly across the US.	*
28	Service force.	Samsara currently has over 1,100 employees worldwide dedicated to non-Sales duties. This includes engineers (firmware, hardware, software), customer support, operations teams, and leadership.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be all sent by Samsara directly. We use FedEx services to ship, and can ship overnight to both the US and Canada when inventory is available. Inventory is maintained in the US. Whether customers order through Samsara directly or through a reseller, Samsara remains the sole entity to ship hardware directly from our warehouse.	*

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.	Samsara maintains an incident response plan based on triage of severity/impact. All incidents are logged and Security Incident Management staff are always on call. Following incidents, Samsara performs post-mortem analyses with plans that include corrective measures. Technical support hours are 24x7. Support cases/assistance can be initiated through the Dashboard, via email, and/or live via phone support. Based on internal Samsara data, we answer calls on average within 1 minute and we respond to cases submitted online within 1 hour. We have SLAs tied to initial response times and overall system uptime. Our data shows that we solve over 75% of our support cases within 24 hours. Samsara Technical Support provides initial response service level agreements by issue priority. Support agrees to send an initial response from a Support Specialist within the following time frames on 90% of all interactions. In addition, we have a team of Support Engineers dedicated to providing post-sales support. Our incident response process is detailed here: https://kb.samsara.com/hc/en-us/articles/360057139951-Report-an-Issue P0 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error(s); (ii) notifying Samsara management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; and (iv) initiating work to provide Customer with a Hot fix. P1 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error; (ii) providing the Customer with periodic reports on the status of the corrections; and (iii) initiating work to provide Customer with a Hot fix. P2 Errors - Samsara may include the Fix for the Error in the next Major Release. P3 Issues – usage and general assistance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across continental US, as well as US Territories, Hawaii and Alaska.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We confirm we will be able to serve all geographic areas of the United States and Canada with no exceptions.	*
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.	We confirm we are fully compliant and can support any type of client interested in purchasing our solutions, from fleets with less than 5 vehicles, to government entities with dozens of thousands of vehicles. Our solutions are scalable and can support an unlimited number of users.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Samsara does not have any requirements or restrictions that would apply specifically to participating entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We confirm we are able to extend terms of any awarded master agreement to nonprofit entities, without limitations.	*

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.	With over 3,000 employees worldwide, Samsara uses all sorts of channels to spread information. We offer a team of internal evangelists touring events in North America and beyond, spreading the benefits our customers see in conferences, on social media, in blog posts, LinkedIn, press releases, and so forth. Additionally, we leverage targeted email campaigns and webinars to reach potential clients and provide in-depth insights into our solutions. Our customer database is rapidly growing and with over 30,000 fleets worldwide, we have been seeing a snowball effect of referrals from all sides. Our Marketing and Product Marketing teams have been deeply focusing on localizing content to speak to each audience and address concerns related to specific industries, etc. An example of this has been a heavy investment in the past year reaching out to Québec audiences in Canada, by way of localizing our website and solutions to French Canadian. We invite you to browse our website, as well as check out our LinkedIn page for all latest news. We also target specific industries core to our business, such as K-12, Higher Education Fleet Management, and Government, as described here: https://www.samsara.com/industries/k-12 - https://www.samsara.com/industries/higher-education and https://www.samsara.com/industries/state-local-government	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Samsara carefully monitors performance on our domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we are optimizing our solutions every step of the way. One of our strategies is to target ads to engage with prospects through the websites, associations and industry groups as trusted advisors to government and education customers. We have been invested heavily in SEO, monitoring engagement on LinkedIn, Meta, X, and Instagram, by using targeted ads to engage with prospects. Emails metrics include delivery success rates, unsubscribing rates, open rates, and click rates. Finally, website analytics remain at the core of the data that we rely on to identify trends and the areas which we can improve further.	*
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?	We are happy to continue using our mutually beneficial co-marketing plan, and to keep the two approaches currently in place: If we are speaking with a client already on the Sourcewell membership list, we will be certain to promote our contract with them; If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We will keep on sharing the materials you provide us to highlight the benefits of purchasing through the cooperative. We will continue to educate our sales force on the benefits of Sourcewell and how the contract can add value for all parties throughout the purchasing process. We also train our internal sales force on the availability of Sourcewell to our government and education customers. Finally, in our standard sales process, the Samsara teams are trained to ask customers how they prefer to purchase technology, to fir their personal preference.	*
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.	Our online webstore is our main e-procurement system, which governmental and educational customers have successfully used to streamline their purchasing processes. This webstore can also be used to order replacement hardware, accessories, cables, and add-ons. Sourcewell clients will have access to this webstore.	*

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.	Samsara has a dedicated account team as well as a customer success team that would be assigned after purchasing. Samsara will scope a detailed breakdown of the training required to ensure a successful deployment. All training and implementation costs are included in the software licensing. Each of these live courses will last 1-2 hours and is tailored to administrators, fleet managers, maintenance managers, etc. We take a train-the-trainer approach – we find our most successful customers are the ones who are empowered to lead and share Samsara knowledge with their own employees. In support, Samsara supplies recordings of all web training, along with any documentation used. In addition, we also provide access to the following resources: Learning On-Demand: Samsara Academy is our LMS with guided training paths and hundreds of short tutorial videos. Sourcewell will able to provide administrators with the ability to assign these courses to users and monitor their progress. Learning from Experts: Learn how to use the latest product features from product experts via digital webinars or live classroom-style workshops. Learning from Peers: Check out tips and tricks from Samsara Super Users and learn how to get the most out of your Samsara products. Finally, all users have access to the comprehensive Samsara Knowledge Base online, which provides help articles, guides, and videos to answer almost any question. To see the Knowledge Base, please visit https://kb.samsara.com/hc/en-us. On-site training can be accommodated to complement online training if necessary.	*

42	Describe any technological advances that your proposed Solutions offer.	Samsara believes that while the Information Technology sector has long benefited from software and cloud technology, the industrial connected operations world, with assets and workers in mobile, remote, and rugged environments, has not. Samsara was founded to change that. Our connected operations platform combines hardware, software, and cloud to bring real-time visibility, analytics, and AI to connected operations. The purpose of this platform is to help dramatically improve the Safety, Efficiency, and Sustainability of all operations that power our economy. Samsara's key differentiators are our unified and easy-to-use dual facing camera + telematics platform along with our rapid pace of innovation. Our hardware and software platform is created in-house by Samsara Engineering and provide customers the ability to manage their assets from a single, unified platform for all their assets. This includes real time GPS units, integrated dash cameras embedded with artificial intelligence, asset trackers, wireless sensors such as environmental and door monitors, integrated Wifi, and more. On top of the hardware sits a robust unified software platform that allows users to track and analyze the data coming in from their Samsara devices at a click of the button. Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. Samsara became a public company on the NYSE in 2021 and is continuing to invest heavily, in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. In addition, what truly sets Samsara apart from the competition is our product development feedback loop, and go to market strategy. We listen to our customers, create product & feature development upgrade cycles, and efficiently launch to our customer base. This has allowed us to become a market leader since being founded in 2015. A concrete example of our continuous technological improvement is our Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, Sourcewell can save time on event review and coaching. Drivers also have more control over their own safety experience on the road. Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned Sourcewell coaches. Another example is our release (no later than last week!) of our Drowsiness Detection feature. For further information on this groundbreaking technology, please read: https://samsara.com/blog/drowsiness-detection?utm_source=linkedin&utm_medium=social&utm_campaign=communications	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Related to our Solutions Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), You Group can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behaviour to decrease idling events instances and reduce fuel consumption over time. https://kb.samsara.com/hc/en-us/articles/360042972271-Driver-Efficiency-Report	

With our new Sustainability Report, You can visualize the fleet's carbon emissions over time to measure and compare output to set more accurate reduction goals.

- Track current vs. predicted carbon emissions output to stay on course with annual sustainability goals
- Easily compare carbon emission output by tag to identify your biggest CO2 contributors
- Export emissions data to use in government reporting or internal ESG reports

Related to our Company

When it comes to sustainability, we believe our greatest impact as a company will come from building better technology for our customers. We're invested in helping our customers to:

Save Fuel--Harsh driving, excess idling, and inefficient routing can add up to higher fuel usage. Samsara helps decrease unnecessary fuel use through real-time visibility into driver behavior and insights into route performance. By collecting engine data from each vehicle, Samsara provides unmatched visibility into a fleet's fuel usage, making it easy to identify which truck is idling, which drivers need coaching, and which routes minimize the distance between stops.

Improve energy efficiency--Samsara's industrial monitoring and control products help customers keep tabs on their equipment and machinery with real-time performance reports. Our power meters provide better visibility into equipment energy efficiency to help improve the performance and reliability of pumps and other machinery.

Reduce production waste--Samsara Machine Vision helps product manufacturers perform quality assurance in real time to reduce wasted product by catching production or quality issues immediately. This reduces materials wasted and allows our customers to improve their throughput and yield.

Decrease food waste--Refrigerated transportation of perishable goods has grown by nearly 60% in the last forty years, but without proper temperature control, food spoilage poses a large risk. Samsara's plug-and-play WiFi monitors make it easy to manage cold chain logistics and collect continuous temperature and humidity data. With Samsara temperature monitoring, fleets that store, distribute, or deliver perishable goods can monitor temperatures in-transit to prevent food waste.

Monitor environmental pollutants--In hazardous waste or construction sites, environmental data is highly time-sensitive. Samsara provides continuous, real-time visibility and alerts on data collected from environmental sensors. This helps customers move quickly to shut down operations when dangerous levels of hazardous pollutants are detected, ensuring the safety of field workers and ultimately reducing environmental impact.

Enable zero emissions--Looking ahead, we see that many fleets are looking to take the next leap in sustainability by transitioning to electric vehicles. To facilitate this process, we are committed to building best in class fleet management tools specifically for EV vehicles.

With the help of Samsara, our customers have saved 24 million gallons of fuel used annually across their fleets, which amounts to $80M saved and the equivalent of planting 17M trees.

At Samsara, we look for ways to minimize waste by reducing the volume of materials that end up in our landfills. To help these efforts, we've designed our product packaging to be 100% recyclable.

Our commitment to the environment extends to the people we do business with. We partner with manufacturers who align with our vision for sustainability. As part of our supply chain management, Samsara evaluates all suppliers for their compliance with the Restriction of Hazardous Substances Directive (RoHS). This helps us ensure that no environmentally

		hazardous materials are used in the creation of our products. Samsara's new headquarters at 1 De Haro in San Francisco is the first CLT (cross-laminated timber) building in San Francisco, and the first multi-story CLT building in California. CLT structural panels offer a dimensional stability that's comparable to conventional framing, with a significantly smaller carbon footprint. We welcome you to tour our facility and meet with our executive team. Below we have included specific examples outlining the impact Samsara's products have on sustainability for our customers: City of Fort Lauderdale: In just six months, the team was able to use Samsara to reduce idle time by 20% and fuel consumption by 5%—even as the City's fleet grew to include over 1,700 vehicles. Dohrn Transfer Company: Samsara's products helped contribute to a 2% improvement in yearly mileage, also equal to 150,000 fewer gallons of fuel. Cash-Wa Distributing: By using Samsara's EM wireless temperature sensors across their 220 trailers, Cash-Wa ensures food safety and reduces rejected loads. Hoss estimates a 30% decrease in Cash-Wa's customer credit payouts for improper temperature claims. San Jose Water Company: With the help of Samsara, San Jose Water Company achieves real-time visibility into power meters, PLCs, and sensors across hundreds of pumps and facilities that serve over a million consumers in the greater San Jose metropolitan area. For more information on our commitment to sustainability, please see our latest Environmental, Social, and Governance Report: https://www.samsara.com/company/impact-report	
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.	We measure the carbon footprint of our business operations, including throughout our supply chain, and we track our emissions on the third party Watershed platform. Our services help our customers achieve their sustainability and climate goals. Our product packaging is 100% recyclable. We have committed to reduce our carbon footprint to achieve net zero emissions by 2040, which involves measuring and reducing the environmental impact of our business operations, including in our supply chain. You can also check out in great detail Samsara's green commitment, contained in our ESG report available here: https://www.samsara.com/company/esg/	*
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?	We serve over 30,000 customers across diverse sizes and industries, including state and local governments, K-12 and higher education, federal agencies, utilities, transportation and logistics, field services, food production, energy, construction, warehousing, and manufacturing. On the largest end of the spectrum, we serve clients that spend well into 7 figures per year with Samsara and are heavily invested in our complete platform. These include private agricultural companies, state and local governments, private utility contractors, trucking firms, and more. On the smallest end of the spectrum, we serve clients with 5 vehicles or fewer. We have a significant base of public sector customers as discussed above. These range from cities and counties to state fleets, DOT snow plow fleets, heavy yellow iron, and virtually all types of motorized and non-motorized transportation related assets. All in all, our one-stop-shop allows our customers and participating entities to only deal with one vendor, as opposed to what used to be three or four separate ones. We have included a list of public sector customers of ours for your review, as an Appendix of our response document. These showcase various levels of savings, such as driver exoneration, insurance claims, reduction in driver risk factors, time gains by minimizing administrative tasks for drivers, and much more. We believe our long-term partnership with Sourcewell has been very positive for both parties, and have no doubt we can continue reaching our respective and common goals together.	*

46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	Samsara is GDPR compliant and is ISO 27001, 27017, 27018 and 27701. Additionally, we have re-certified our SOC 2 Type II. North American customer data is stored in AWS data centers in the United States (AWS US-West 2 region in Oregon). EU customer data is stored in AWS data centers in Ireland. Data at rest in Samsara's production network is encrypted using AWS's AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. Samsara has implemented appropriate safeguards to protect the creation, storage, retrieval, and destruction of secrets such as encryption keys and service account. Samsara is built on a secure multi-tenant cloud architecture with logical data separation using a hypervisor. Customer data is logically separated across distributed databases with required authentication checks for every application-layer and data-layer access made to any tenant's data. Data at rest in Samsara's production network is encrypted using AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. All data transmitted between Samsara clients and the Samsara service use strong encryption protocols. We use TLS 1.2 over public networks to protect data in transit. Finally, our SOC2 report includes details related to our security programs and the policies and procedures associated with them. This document is available with a signed SOC2 specific NDA, and can subsequently be requested here: https://security.samsara.com/?gad_source=1&gclid=Cj0KCQjw4Oe4BhCcARIsADQ0csIMw6IfiS5WfcuqXtaUQvvsei-7t_MSIVVPZDIAdsqzyJrJayWBbukaAiHLEALw_wcB For a full overview of our security policies, please see: https://www.samsara.com/company/privacy and https://www.samsara.com/legal/data-protection-addendum	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	Samsara provides capabilities that align with V2G technology and smart city applications through its advanced solutions for fleet electrification and management. While not explicitly offering V2G, Samsara's telematics platform facilitates smart city initiatives by integrating electric vehicles into urban infrastructure: 1: Real-Time Monitoring and Reporting: Samsara offers real-time state-of-charge monitoring for EVs, allowing fleet managers to make informed operational decisions. This feature mitigates range anxiety by providing alerts when battery levels fall, ensuring vehicles are managed efficiently. 2: Data for Infrastructure Planning: Using Samsara's historical charging data, cities like Boston have been able to plan and optimize the placement of EV charging stations, essential for expanding the electric vehicle infrastructure. 3: Integration and API Benefits: Samsara's open API capabilities enable integration with other smart city systems. This feature is useful for incorporating vehicle data into broader city planning and management platforms, promoting efficient energy management and usage. 4: Sustainability and Cost Savings: By leveraging data insights for fuel efficiency and electrification opportunities, Samsara aids cities in reducing their carbon footprint and operational costs, which are key aspects of smart city ecosystems. Through these capabilities, Samsara facilitates the incorporation of EVs into city fleets, promotes efficient energy use, and supports the infrastructure necessary for smart, sustainable cities.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	Accident Management Hours of Service (HoS) data is captured by the vehicle gateway and is continuously uploaded to the cloud where is immediately visible in the Samsara Dashboard. If a gateway is unable to upload data due to lack of network coverage, the unit continues to store all HoS, location, and vehicle data locally. This means that a driver will always be able to show a DOT officer a fully compliant and up to date log, even without a cellular connection. Once connection is reestablished, all data is immediately uploaded to the Dashboard. Compliance teams then access all of this HoS data using the Samsara Dashboard. The Dashboard provides centralized visibility of HoS logs and fleet activity. It allows visibility into real-time location, duty status, HOS logs, and driving hours remaining for any driver in the fleet. Samsara will capture telematic data for a crash via the vehicle gateway (gps, speed, data	

from accelerometer) and video capture via the dash cam (in-cab, forward facing, and any connected cameras via the camera connector) and this combination of data sources can be used to understand more about a serious accident or crash.

In both cases above, the customer compliance teams will have a dedicated Customer Success Manager to assist in these events. In additional, our customer support teams are available 24x7x365 to assist in audits or accidents.

Harsh Events
Our Safety Report provides trend analysis and safety scores, at the organization- and driver-levels, calculated using harsh events and speeding. These reports are also available based on specified groups of drivers and vehicles using tags, tailored to your organization's needs. Samsara helps keep drivers safe on the road with real-time alerts that allow you to quickly identify and coach for safety or compliance violations. Easily customize your alerts to notify you when a driver is speeding or use the HOS report to see if drivers are approaching a compliance violation. Samsara has the ability to trigger at-risk driving behaviors using the accelerometer to trigger events including harsh brakes, harsh turns, harsh accelerations, and crashes. Samsara provides events detected from the Vehicle Gateway such as harsh turn, harsh brake, harsh acceleration, speeding, and AI detected events such as tailgating, mobile usage, no seatbelt, rolling stop signs.

A core focus of the Samsara solution is to provide coaching to drivers and analytics on risk trends and behaviors. The coaching platform comprises configurable in-cab alerting and 'nudges' through spoken commands to assist drivers to self correct 'in the event', as well as a rich cloud based coaching platform with associated analytics, dashboarding and safety scoring, league tabling and program health auditing.

Coaching

Coaching can be achieved both through the platform and via the driver app enabling organizations to drive risk reduction both by face to face sessions where appropriate, or via the app enabling drivers to learn through video clips where they might improve and also to see where they rank against peers.

The CM34 (Samsara's dual-facing dash cam) provides configurable voice feedback to the driver when the harsh event has been detected. As an example, if the CM34 detects mobile phone usage, then an audio alert stating “Mobile phone detected” will be communicated to the driver.

To further enhance proactive driver coaching and more effectively coach your drivers at scale, Samsara have also developed Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, customers can save time on event review and coaching. Drivers also have more control over their own safety experience on the road.

*

Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned customers' coaches.

Customers' authorized admins can configure how many in-cab alerts are triggered to help the driver self-correct before uploading the safety event into the Samsara platform for review by the customers' coaches.

		Driver Scoring For each driver/vehicle in the customers' fleet, Samsara calculates a safety score that you can use to measure driving behaviour over time. You can use the safety score to encourage positive driving behaviours and to coach drivers to reduce unsafe driving practices and minimize the likelihood of accidents. Safety events that influence the safety score for a driver/vehicle include harsh driving, speeding, and AI-detected events such as following distance. Samsara assigns a weight to each behaviour to highlight the severity of risky driving behaviours. By default, Samsara sources benchmark data from mixed vehicle Samsara fleets and uses this data to calculate the weight. The higher the severity of the behaviour, the higher the level of impact to the safety score. Customers can use the default settings to calculate the safety score or refine the calculation for specific driving behaviours. Samsara calculates the safety score using a mix of harsh events, speeding events, and AI-detected unsafe driving behaviour events over time. To help customers quickly and easily identify safety score severity, the Samsara dashboard displays safety scores with the following default RAG based colour-coded indicators to represent the range of the safety score performance with the ability to configure the safety score performance band ranges of the fleet. Samsara automatically calculates the safety score for drivers and vehicles. If you view multiple drivers or vehicles, such as in the Safety Overview, the calculation aggregates the total behaviour data. You can calculate the safety score of each driver or vehicle using the following equation: Safety Score = 100 - (sum of all score impacts) Where the sum of all score impacts is total value of the impact to the safety score for all unsafe driver behaviours. The calculation of the impact to the safety score is dependent on the behaviour type: Speeding behaviours: (Time spent speeding x weight) / (total time driving / 100) AI Following Distance, AI Distracted Driving: (Number of events x weight) / total time driving All Other Behaviours: (Number of events x weight) / (total miles driven / 1000) To reinforce positive driving behaviours such as Defensive Driving, the weight is a negative value; therefore, subtract the impact score value from the score impact calculation. Additionally Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), Sourcewell can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behavior to decrease idling events instances and reduce fuel consumption over time. Samsara also offers Connected Training. With pre-uploaded courses in the Samsara dashboard, managers can now send training videos or courses to drivers and track the status on these training sessions. Samsara also offers a separate license if customers have their own in house training material or videos they would like to upload into Samsara to share with drivers.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	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	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Samsara's standard payment terms are Net 30 days. We will be happy to keep the same payment terms as the ones currently in place.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of each participating entity.	*
60	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.	Terms of Service: https://www.samsara.com/legal/platform-terms-of-service Service Level Agreements: https://www.samsara.com/legal/hosted-software-sla Blank Order Form attached in the documents	*

61	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?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.	*
62	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.	Samsara offers line-item discounts on a case-by-case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please refer to the pricing provided as part of our response, which contains all applicable SKUs offered to Sourcewell, including detailed pricing data and discounts. Additionally, please see Samsara's latest warranty policy: https://www.samsara.com/support/hardware-warranty	*
63	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.	Samsara is offering a 2% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see full details in the attached price sheet.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager directly during the purchasing process.	*

65	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.	Samsara has an open integration ecosystem based on our public API. We make it easy for software providers to connect to the Samsara cloud for system of record data on physical operations in the context of a mutual customer. Learn more on the developer site: https://developers.samsara.com/docs Samsara is an industry leader with an ecosystem of more than 200 connected apps and integrations. Learn more on App Marketplace: https://www.samsara.com/resources/marketplace/ The App Marketplace program is managed by the Samsara Product: Platform team. We are constantly adding developer tools and features to make it easier for partners to build with Samsara and for our customers to take advantage of data sharing between platforms for a more integrated tech stack. Integrations must be fully vetted to be listed on App Marketplace, including: technical documentation on how the integration works including the API endpoints used, frequency that data is retrieved/posted, data access scopes required, enablement steps and support resources. Every integration must be proven out in a production environment before being listed publicly. More than 8,000 Samsara customers use integrations. Among the 200+ integrations on App Marketplace, the most popular are used by more than 1,000 fleets. To see what 3rd party developers see about App Marketplace: https://docs.google.com/presentation/d/1WjQ58ldDd2-v9_VJW1p8C7CQNCACWKHvTEoc7TGh8FQ/edit While some of these partners listed may have their own fees for certain integrations, Samsara never charges extra for an existing pre-built integration. Should a customer wish to build a new integration from the ground up, an individual quote will be supplied for each such request. Cost will be determined on a case-by-case basis. This could also be a custom success or support program that a customer might request above and beyond our typical implementation and customer success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy each request. As for installations, over 95% of Samsara customers choose to self-install, as our hardware are plug-and-play and typically take about 15 minutes to install (vehicle gateway only), up to 30mins (vehicle gateway + dash cam). Should a customer prefer to call in a third party to install our hardware, we will happily supply them with a list of certified installers upon request.	*
66	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.	Applicable taxes Shipping & Handling Installation (if a customer does not wish to self-install)	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara has a long-term partnership with FedEx Freight, where shipping costs are calculated based on the size and destination of the order, and these costs are added to the customer's invoice as a separate charge. The process is as follows: Customer sends final vehicle and asset lineup to Samsara; Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order; All shipments are FOB origin, where freight is pre-paid and added to the customer's invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and offshore deliveries all follow the same process as listed in the previous response.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We pride ourselves on our customer service and support, available 24/7/365 via toll free phone, email and online chat. Most phone calls are answered in <1 minute, emails are usually answered in <1 hour and most cases are resolved in <24 hours. Equipment is generally available to ship within two weeks of order receipt. In many cases we can ship overnight if expedited service is requested. For orders of a thousand or more, we prefer to have insight to the proposed schedule so that we can smooth the supply chain and ensure customer satisfaction. Supply chain is a significant area of competitive advantage where Samsara has invested heavily over the years to avoid disruptions. Because Samsara designs and builds proprietary devices, we are able to control the supply chain. Should a piece of hardware not be satisfactory upon receipt, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit to launch an internal investigation. We have received positive feedback from our customers, as competitors in the industry do not offer such levels of shipping and warranty.	*
70	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.	Samsara utilizes both a transactional Customer Satisfaction score based on a survey after every support case, as well as a periodic NPS survey to measure the quality of the services provided. Samsara takes a long term partnership approach with our customers. From day one our team provides dedicated pre-sale, implementation, training, customer success and 24/7 support services to ensure a successful rollout and continued success We also provide access to our Product Development teams to hear your feedback to help guide future enhancements and new features. As part of the quoting process, Samsara's sales force inputs the 'contract vehicle' information upon processing a quote, at which point the Sourcewell contract number is automatically applied to the quote. Our operations team then collects this information for reporting purposes each quarter. As part of our commitment to exceptional quality, Samsara offers the most complete warranty on the market . The warranty lasts as long as you are a Samsara customer. This is a full replacement warranty , so if a device fails, we ship you a new replacement device and a return label for the faulty device. More information can be found here: https://www.samsara.com/support/hardware-warranty. Finally, Samsara guarantees 99.99% uptime. Please see our Hosted Software SLA for more information: https://www.samsara.com/legal/hosted-software-sla/	*
71	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.	Samsara has had a long-term successful partnership with Sourcewell. As such, we do not intend on changing the way we have been conducting business with Sourcewell, and will allocate the same level of internal resources to keep this relationship strong. Samsara has assigned two Partner Account Managers, one Partnerships Director, and one Legal Associate to Sourcewell in order ensure growth of the partnership. Quarterly reporting on usage of the contract is shared with sales leadership.	*

72	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.	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event of an award.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please see our Pricing attached as a document.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Samsara is the only company in the industry with a fully vertically integrated platform offering real-time GPS, WiFi connectivity, Reporting, Telematics, Safety, Industrial, and Connected Worker offerings. There are companies that compete with individual offerings, yet we have no competitor that offers the full connected operations platform that Samsara does. In short, clients select Samsara over its competitors because Samsara enables them to achieve better business results with fewer vendors, logins, subscriptions, costs, etc. We combine powerful hardware, world-class software, and elite professional service teams at no additional cost to drive dramatic and profitable results in our clients' operations. As a result Samsara has seen tremendous growth in the market with over 30,000 customers and becoming a public company in 2021. Please see below for a breakdown of each service and the key takeways: Safety: Protect your team with AI-enabled cameras and coaching AI Dash Cams Driver Coaching Safety Reports Telematics: Manage your fleet in real-time, from one dashboard Real-time GPS and diagnostics Routing and Dispatch OEM Telematics Equipment Monitoring: Track and manage equipment, trailers, and other assets Trailer Tracking Equipment Tracking Advanced Monitoring Site Visibility: Manage facilities and remote sites with video security Incident Investigation Automated Alerts Remote Visibility Mobile Experience Management Remote support into company-provided smartphones and tablets Straightforward policy configuration Device Monitoring Samsara's Safety and Telematics solutions are also available on the FirstNet network as a "Trusted" solution. FirstNet Built with AT&T operates in all U.S. states and territories and supports emergency communications nationwide. Built using commercial standards, it is resilient, interoperable and and able to provide optimal levels of operational capability during emergencies to first responders and agencies supporting them. Samara's FirstNet Trusted status reflects the designation given to devices and other technologies that meet the stringent security, reliability, and performance standards set by FirstNet. The "Trusted" label signifies that a product or service has undergone rigorous testing and evaluation to ensure it can effectively support the critical needs of first responders during emergencies and daily operations.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see response above.	*

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	

76	Fleet management information systems	◉ Yes ○ No	Samsara complies with this requirement. We have pre-built integrations with most leading FMIS systems to include vehicle location information and maintenance data among other data points. In the event that a pre-built integration does not exist today, we will work with the FMIS system to get this completed as quickly as possible and based on your guidance. Samsara is currently able to sync our Vehicle Gateway and Asset Gateway data such as trip history, engine runtimes, fault code analysis and odometer data. Additionally, we can also trigger work orders to be created when faulty DVIRs are submitted, with service requests being directly sent to technicians.	*
77	Fleet technology related hardware solutions	◉ Yes ○ No	Samsara has a large internal quality organization that looks after hardware, firmware, and software quality. In addition to this, we leverage our manufacturing partners' quality/reliability teams to provide additional test capacity. These teams are in place to deal with any issues and questions that arise during manufacturing. Samsara works to maintain current quality standards while focusing on an industry leading rate of innovation. Samsara's SaaS platform system leverages AWS infrastructure, which is ISO 27001 certified. We undergo SOC2 type II audit. Our software development teams have a QAP in place. The purpose of the program is to account for Accountability for the Samsara product lifecycle and platform. The product quality program spans Design, PM, Engineering, and QE. Each Product Group has an assigned advising QE. This QE adviser provides consultation, review, and/or sign-off on test planning. Products have hands-on, direct QA testing support (ie drive testing on ELD or firmware testing). In addition, Samsara hardware is proprietary, engineered in-house, and intended for industrial applications, including manufacturing, oil and gas, trucking / distribution, etc. Our hardware is designed in-house using industrial grade materials -- such as polycarbonate plastics, steel, aluminum and industrial rated electrical components. Each of hardware product datasheet's detailed in our proposal show the individual certifications that our hardware has achieved.	*

			Our hardware is designed to withstand (when applicable): IP69k ingress protection (intended for industrial wash applications) Rugged vibration testing (ISO16750, random vibration testing of 32hrs/axis up to 1000hz) Extensive thermal cycling (-40C to 85C) Drop testing Among other tests as part of a comprehensive reliability test suite Our reliability test suite is intended to stress our products and accelerate aging to simulate real life wear and tear of our products. We design our products to survive throughout the service life. The random failures that do occur, while unexpected, are analyzed internally and the information is used to improve the robustness of our products. We set a high bar for ourselves to deliver the most reliable customer experience and regularly sample our reliability to the competition, the market and adjacent markets to ensure that we meet stringent quality standards. We provide intelligent device health reporting that will allow you to immediately tell if a device is having issues before a vehicle ever goes offline, preventing the loss of critical footage or diagnostics information. If a device issue is identified, Samsara is the only solution on the market to provide actionable recommendations to remedy the device, directly from the Dashboard. Overall Samsara are in a very strong position to manage quality as we create both the software and hardware elements of our solution providing us with end to end visibility and complete control over the entire interoperability.	

78	Related software solutions	◉ Yes ○ No	Samsara's ecosystem of products and the Samsara Dashboard are all designed in house. This includes our two applications, available on both iOS and Android devices, our Fleet Management App and our Driver app. The Driver App is an all-in-one app that lets administrators give drivers the right information at the right time, so they can meet demanding schedules with great precision. Administrators can tailor the driver's experience directly from the dashboard or push information from other systems via open APIs. An easy-to-use interface means less paperwork, improved compliance, and greater productivity across your entire fleet. The Samsara Driver App works on any iOS or Android device. The Driver App is included with your Samsara Vehicle Gateway license. The Samsara Fleet Mobile App is built for fleet managers on the move. Whether you are in the office or in the field, the Samsara Fleet Mobile App helps you stay on top of operations with in-app alerts that notify you of events that need attention. Improve safety at the moment with the ability to review safety events, download HD dash camera footage, and share videos in the field. In addition to safety event data, the app provides real-time visibility into vehicle location so you can pinpoint drivers who need assistance and navigate to their location in one click. To help streamline driver and technician workflows, the app also provides diagnostic, HOS, and sensor data. Live ETAs can also be directly shared with customers with a single tap. Fleet Mobile App features are included with relevant licenses i.e. Safety features are included with Video-Based Safety licenses. https://kb.samsara.com/hc/en-us/articles/360040058532-Samsara-Fleet-App-Features	*

79	Fleet telematics	◉ Yes ○ No	Samsara's GPS/Telematics offering is the core of our business and the first product we brought to market. Samsara is 100% focused on creating safer, more efficient and more sustainable operations of vehicle fleets through GPS/Telematics, video based safety and our mobile/online apps designed to digitize and automate all related processes. Based on our strength and focus in this specialized market we have been ranked as one of the fastest growing companies in America for several years. Because we are completely focused on GPS/Telematics and Safety we are able to release over 200 new features annually based on what our customers are asking for and as a result have been growing at nearly 100% annually with the average customer expanding their relationship with us by 25% every year. We have nearly 1,000 public sector fleets and over 30,000 total fleets using Samsara for Telematics, GPS and video based safety today. In total we have over 2,000,000 vehicles being monitored collecting over 4.6 Trillion data points, facilitating over 33 Billion API calls, collecting over 85 Billion minutes of video footage and detecting over 2.4 Billion safety events annually.	*

80	Fleet monitoring and asset tracking	◉ Yes ○ No	Samsara has two forms of Asset Tracking, Powered and Unpowered. Powered asset gateways include the Powered Asset Gateway and Powered Asset Gateway +. The Powered Asset Gateway Plus is ideal for monitoring specialty and refrigerated trailers, off-highway vehicles, heavy equipment, and high-value mobile assets. The Asset Gateway is ideal for monitoring dry-van and flatbed trailers and powered equipment. Both powered asset trackers provide real-time GPS tracking as well as reporting on telematics, utilization, dormancy, etc. Our Unpowered Asset Gateway is a battery-powered Asset Tracking Device for periodic check-in as well as wake-on-motion updates. Samsara's newest product in this space - the Asset Tag- uses bluetooth technology to small, mission critical assets in near real-time. These products are seamlessly integrated into the same dashboard as vehicle trackers and allow for alerts and alarms around movement. The Asset Gateway + & Asset Gateway have GPS and cellular hardware internal to the device, allowing for the tracking of assets. Product Information: Asset Gateway +: https://www.samsara.com/products/models/ag26/ Powered Asset Gateway: https://www.samsara.com/products/models/powered-asset-gateway/ Unpowered Asset Gateway: https://www.samsara.com/products/models/unpowered-asset-gateway/ Asset Tag: https://www.samsara.com/products/models/asset-tag	*

81	Geofencing solutions	◉ Yes ○ No	Samsara provides customizable geofences (https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address) that can be adjusted directly in the cloud dashboard. By default, each new address will have a geofence boundary with a 250 meter radius from the address. Alternatively, you may use the drawing tools to adjust the geofence perimeter or shape to be a box, circle, or multi-point polygon. NOTE: With Samsara, the detailed polygon that you draw for the address will be used for all geofence detections, including automatic detection of route stop arrival and route stop departure. Some other vendors in the market default back to a radius for route-stop events, regardless of a detailed geofence drawing. Once defined, you may also select an Address Type for each geofence, including: Normal Geofence: Assigns a boundary around the address for a region of interest. You can use the geofence for route tracking as start and stop indicators when entering or exiting the geofence. Yard: Unassigned trips contained within this geofence will be automatically annotated for ELD compliance. These automatic annotations should only be used for ELD exempt personnel, such as mechanics, fuelers, or washers. ELD subject drivers should always sign in to the Samsara Driver App and log their appropriate duty status. Risk Zone: Used to highlight dangerous locations where thefts or similar incidents often happen. Risk Zones appear as red geofences in the Fleet Overview It is also possible to use geofences to auto-dismiss safety events within the geofence.	*

82	Motor pool and fleet sharing solutions services	◉ Yes ○ No	Because our hardware is plug-and-play, the motor pool and fleet sharing solutions services can be easily integrated and managed through our cloud-based platform. By using our Driver App, employees can submit digital documents, barcodes, signatures and scans through our Custom Forms or Driver Documents functions. As for understanding which driver drives what vehicle in real-time, Samsara made this is easy through a multitude of driver login options: driver login is linked to their assigned routes within the dashboard. Once a driver begins driving, their assigned route, status, and timing automatically begins, or if using Samsara dual-facing dash cams, drivers will be assigned as soon as a vehicle is started. We also offer an NFC ID card reader.	*
83	Integrated video solutions	◉ Yes ○ No	Samsara offers both the CM33 (forward-facing) and the CM34 (dual-facing) dash cams, as well as the HD Camera Connector. Please see below for a broad overview of our flagship products, also presented in our response document. Samsara's CM33 Front-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM33 is purpose-built to reduce high-risk behaviors, lower safety-related costs, and provide deep visibility into fleet operations. The CM33 analyzes the road in real-time, providing advanced visibility into the cause of accidents. Using artificial intelligence on the edge, the CM33 can instantly detect events such as tailgating and rolling through a stop sign. The CM33's cellular capabilities eliminate the need for manually retrieving memory cards from vehicles or downloading footage from a DVR. Operators can instantly access recent and historical captures from any web browser. The CM34 Dual-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM34 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into	

			fleet operations. The CM34 captures smooth, high-definition video of the road and driver simultaneously, enabling operators to clearly see events of interest. With high-end resolution, 30 frame per second capture, and in-cab Infrared LED for unlit nighttime video, the CM34 provides exceptional performance in a scalable camera system. The CM34 analyzes driver behavior and road conditions in real time, providing unprecedented visibility into leading causes of preventable accidents. Using artificial intelligence on the edge, the CM34 can instantly detect events, such as distracted driving and rolling through a stop sign. The HD Camera connector allows fleets to connect up to 4 high-definition third-party cameras for side, rear, or interior visibility. Fleet and safety manages can bring cloud connectivity to existing cameras and harness the power of 360 degree visibility. With advances in imaging technology, encoding, and wireless data networks, Samsara dash cams bring tremendous quality and features at a fraction of the cost of traditional enterprise-class systems. With no complex wiring or configuration, it's also easy to use. Samsara dash cams install in about ten minutes, and the Samsara Cloud dashboard enables users to access footage without training or IT expertise.	*

84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	◉ Yes ○ No	In August 2019, Samsara achieved a net-zero carbon footprint. Samsara helps its customers achieve their goals for waste reduction, greenhouse gas (GHG) reduction, and renewable energy sources as outlined in Samsara's 2022 Environmental, Social, and Governance Report. https://www.samsara.com/pdf/docs/ESG-Report.pdf Additionally, the Fuel & Energy report displays information about the fuel efficiency, estimated carbon emissions and usage of drivers or vehicles in the fleet. Please see: https://kb.samsara.com/hc/en-us/articles/360042282731-Fuel-Energy-Report Finally, Samsara is a market leader in EV support and is an integral business investment area. We have been investing heavily in the last 2 years on EV model coverage and functionality for fleets that are looking to transition or have already transitioned to EVs. Samsara offers a EV suitability report to help fleets identify potential vehicles that are best candidates to electrify/replace based on user configurable parameters. https://kb.samsara.com/hc/en-us/articles/360062066832-EV-Suitability-Report We work closely with our customers to identify new EV models they are purchasing and invest in R&D to solve the challenge of reading out EV diagnostics such as Odometer, state of charge, state of health, energy consumed and more. Samsara's hardware is designed to be compatible with all vehicle types. The capabilities specific to EVs and Hybrids include electric vehicle management, including a fleet electrification report, real-time charging status & alerts, EV route planning, fuel & energy reporting, an EV charging report, battery health, EV utilization history, & more. For more information, please visit: https://www.samsara.com/products/telematics/electric-vehicles	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - Samsara - Sourcewell RFP Submission 2024.xlsx - Monday October 28, 2024 22:47:16
- Financial Strength and Stability - Samsara - FY24 - 10K Filing.pdf - Monday October 28, 2024 22:44:46
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Blank Order Form.pdf - Tuesday October 29, 2024 12:20:06
- Requested Exceptions - RFP_102924_Master_Agreement_Fleet Management Technologies (Samsara 2024.10.28).docx - Monday October 28, 2024 22:43:28
- Upload Additional Document - Samsara for Sourcewell - October 2024 .pdf - Monday October 28, 2024 22:56:20

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. - Samantha Kriegsman, Senior Partner Account Executive, Samsara Inc.

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_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	☑	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	☑	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	☑	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	☑	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	☑	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	☑	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	☑	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	☑	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	☑	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	☑	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	☑	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	☑	1

Samsara #102924-SAM

Pricing for contract #102924-SAM offers Sourcewell participating agencies the following discounts:

- Samsara has submitted preferred pricing for all public sector accounts within the Sourcewell member pool.
- Additional discounts may be offered based on factors such as purchase volume, payment terms, and strategic importance.
- Samsara is committed to delivering competitive pricing to all Sourcewell members.

RFP #102924
REQUEST FOR PROPOSALS
for
Fleet Management Technologies with Related Software Solutions

Proposal Due Date: October 29, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software 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 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 October 29, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 10, 2024
Pre-proposal Conference:	October 9, 2024, 2:00 p.m., Central Time
Question Submission Deadline:	October 21, 2024, 4:30 p.m., Central Time
Proposal Due Date:	**October 29, 2024,** 4:30 p.m., Central Time Late responses will not be considered.
Opening:	**October 29, 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 contract 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 contract expanding the reach of contracted 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 CONTRACTS

In the United States, Sourcewell's contracts 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 contracts 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 contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts 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 Fleet Management Technologies with Related Software Solutions, including but not limited to:

    a. Fleet management information systems;
    b. Fleet technology related hardware solutions;
    c. Related software solutions;
    d. Fleet telematics;
    e. Fleet monitoring and asset tracking;
    f. Geofencing solutions;
    g. Motor pool and fleet sharing solutions services;
    h. Integrated video solutions; and
    i. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or 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 pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

    a. Fleet Payment Solutions with Related Services (RFP #080620);
    b. Electric Vehicle Supply Equipment and Related Services (RFP #042221);
    c. Fleet Management Services (RFP #030122);
    d. Vehicle Lifts with Garage and Fleet Maintenance Equipment (RFP #121223);
    e. Curb Management Technologies (RFP #120423);
    f. OEM Vehicle Parts and Supplies (RFP #080124);
    g. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services (RFP #081524);

h. Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities (RFP #090624); and,
i. Aftermarket Vehicle Parts and Supplies (RFP #100124).

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 contract. 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 contract.

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 CONTRACT TERM

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.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 90 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract 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 contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts 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 contract 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 "Contract 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 contract 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 contracted 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 contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted 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. CONTRACT

Proposers awarded a contract will be required to execute a contract 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 Contract 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 Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract 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 contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract 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 contracting 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 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.

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 contracts 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 contracts 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 contract 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 contract, 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 contracts 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 contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract 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 contract. 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.

09/13/2024

Addendum No. 1
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Are uploaded documents public domain? Where are they visible after they are uploaded?

Answer 1:

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on material submitted in response to the RFP and applicable public data laws.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/13/2024, is required at the time of proposal submittal.

09/18/2024

Addendum No. 2
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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 there a character or word count limit to the responses submitted in the portal?

Answer 1:

There is sufficient space for the proposer to provide a brief but thorough response to each question. The platform designer indicates the character limit of a text field is 32,000.

Question 2:

Where it states on the bid under Evaluation question 2: The number and geographic location of highest-scoring proposers that offer - Could you please specify how much international business beyond Canada Sourcewell and its participating entities anticipate leveraging through this opportunity?

Answer 2:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies 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.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/18/2024, is required at the time of proposal submittal.

09/24/2024

Addendum No. 3
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

For the U.S./Canadian Marketshare, how is Sourcewell defining the market. (% of gov fleets, % of fleets at large, % fleets out of total Sourcewell members that use fleet management via Sourcewell, etc,)

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success to Sourcewell. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/24/2024, is required at the time of proposal submittal.

09/25/2024

Addendum No. 4
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Could you help me to get CAGE code or Unique Entity Identifier (SAM), please?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP. Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 09/25/2024, is required at the time of proposal submittal.

09/30/2024

Addendum No. 5
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Regarding your statement, At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users, What other purchasing cooperatives do you partner with? Do you partner with BuyBoard, NY State BOCES, 1GPA, or Ohio Schools Council?

Answer 1:

While not an exhaustive list, a few examples include our collaboration with Canoe to incorporate Canada-specific language into our RFP and their advertisement of our tender documents across multiple provinces. Another example is with our partnership with **NCTCOG - Home**. They have created a CP program called **TXShare - Available Contracts** based on promoting Sourcewell competitively awarded contracts. Also, we

have partnered with Omnia for food contracts: **US Foods | OMNIA Partners | Contract Documents**. **Sysco | OMNIA Partners | Contract Documents**.

Question 2:

Is it possible for list pricing to adjust over time based on inflation or otherwise. Also, is a cap/ceiling price required?

Answer 2:

Refer to the Sourcewell Master Agreement, Article 2: Sourcewell and Supplier Obligations, Sub-article 2) Product and Price Changes Requirements, for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the Master Agreement is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.
Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing. Proposers should clearly identify any costs that are not included in the proposed pricing of the equipment, products, or services.

Question 3:

Can you please confirm the required skills for this role?

Answer 3:

Refer to Section II., subsection B. Requested Equipment, Products, or Services in the RFP.

Question 4:

Also, confirm the rate?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or pre-determined locations. Participating Entities' unique needs, and Solutions from awarded vendor(s), will be determined if and when Participating Entities choose to utilize a contract resulting from this solicitation.

Question 5:

Is it onsite or remote?

Answer 5:

See answer #4 above.

End of Addendum

Acknowledgement of this Addendum to RFP 102924, posted to the Sourcewell Procurement Portal on 09/30/2024, is required at the time of proposal submittal.

10/04/2024

Addendum No. 6
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

How will we be invited to the Pre Proposal Conference on 10/9? Can I add an additional employee to the call? Thank you.

Answer 1:

Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference. Instructions will also be sent to all registered plan takers at that time.

Question 2:

Re Table 3 - Ability to Sell and Deliver Solutions. The first requirement in this table is merely stated as 'Sales force' and no specific question is asked. Could you please elaborate, or provide more details, on what it is you would like to know about our sales force?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they

are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 3:

Re Table 3 - Ability to Sell and Deliver Solutions. The third requirement in this table is merely stated as 'Service force' and no specific question is asked. Could you please elaborate, or provide more details, on what it is you would like to know about our service force?

Answer 3:

See Answer 2 above.

Question 4:

Re Table 4 - Marketing Plan. Would you be able to provide specific expectations you might have in terms of what the Marketing Plan of an awarded bidder should include? Are there specific elements of a Marketing Plan that you would want or expect to see, and if so, could you please elaborate?

Answer 4:

Refer to RFP Section II. Solicitation Details, F. Marketing Plan.

End of Addendum

Acknowledgement of this Addendum to RFP 102924, posted to the Sourcewell Procurement Portal on 10/04/2024, is required at the time of proposal submittal.

10/08/2024

Addendum No. 7
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

In Addendum No. 2 - Question 2 – Answer 2 you use the verbiage of requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Is this merely a coincidence that Aftermarket Vehicle Parts and Supplies is the title of another recent Sourcewell bid. if this is a true answer to the actual question?

Answer 1:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Fleet Management Technologies with Related Software 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.

Question 2:

Can you elaborate on whether or not a bidder that does NOT have a strong market share or holding in Canada will be penalized in the scoring process for this specific bid as opposed to a bidder that has both USA and Canada sales.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

Question 3:

Sourcewell notes that, '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 (attached).' However, the Track Changes/redline functionality in the template provided is locked with a password, so we are unable to redline. Could you please provide the password or a new un-locked document?

Answer 3:

The Master Agreement is locked so that you ***can*** make changes, and they will be red-lined, allowing Sourcewell to see the proposed exceptions or changes to the template.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/08/2024, is required at the time of proposal submittal.

10/09/2024

Addendum No. 8
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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 there an estimated volume in which to accurately base line-item pricing?

Answer 1:

Sourcewell does not maintain the requested level of data regarding the participating entities. The estimated volume stated in RFP Section II. E. is based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

Would Sourcewell accept a proposal that would provide hardware/services only to Canada?

Answer 2:

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell participating entities or members. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details.

Question 3:

If a vendor is submitting a percentage off of manufacturer list price, do we need to include the current MSRP price sheet for each manufacturer with our submission?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/09/2024, is required at the time of proposal submittal.

10/10/2024

Addendum No. 9
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Financial Viability and Marketplace Success - #17
We can provide our written authorization to act as a distributor/reseller/dealer for the manufacturers listed in our proposal. Is a Letter of Authorization from each manufacturer required to be submitted with our response or can we provide a sampling?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. Refer to the table instructions directly below the Table header. The solicitation is a competitive process, and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/10/2024, is required at the time of proposal submittal.

10/17/2024

Addendum No. 10
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

We currently have products and services under Sourcewell contract. This contract is not listed on page 4 along with the list of Sourcewell contracts explicitly not included in this scope of services. Would offerings under contracts outside of the list potentially be eligible?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. It is left to the discretion of each potential proposer to determine whether to submit a competitive proposal and whether their equipment, products, and services fall within Sourcewell's requested equipment, products, and services as described in **RFP Section II. B. REQUESTED EQUIPMENT, PRODUCTS AND SERVICES**. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/17/2024, is required at the time of proposal submittal.

10/18/2024

Addendum No. 11
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

Re Table 2A: Financial Viability and Marketplace Success, question 14 ('What is your US market share for the Solutions that you are proposing?'): We would like to request clarification on the meaning of the term 'market share' as used in this question. Specifically, do you mean what proportion of our company's sales for the solution category in question are to the US market? Or do you mean what proportion of the total US market for sales of the solution category are specifically from our company?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate its financial stability and satisfy all requirements of the questionnaire tables.

Question 2:

Re Table 2A: Financial Viability and Marketplace Success, question 15 ('What is your Canadian market share for the Solutions that you are proposing?'): We would like to request clarification on the meaning of the term 'market share' as used in this question. Specifically, do you mean what proportion of our company's sales for the solution category in question are to the Canadian market? Or do you mean what

proportion of the total Canadian market for sales of the solution category are specifically from our company?

Answer 2:

See answer 1.

Question 3:

Re Table 2A: Financial Viability and Marketplace Success, questions 14 and 15: Can you confirm that the questions pertaining to market share specifically relate to the AVL market (AVL in turn defined as Automatic Vehicle Location, i.e. system that uses GPS or other technologies to automatically track the real-time location of vehicles)?

Answer 3:

See answer 1.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/18/2024, is required at the time of proposal submittal.

10/22/2024

Addendum No. 12
Solicitation Number: RFP 102924
Solicitation Name: Fleet Management Technologies with Related Software 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:

If awarded a contract, when will this contract term begin? Will it supersede any current contracts?

Answer 1:

Each RFP is an opportunity independent of any other prior, current or future RFPs. Please refer to the Master Agreement, Article 1; General Terms; 5) Term.

Question 2:

Can you please confirm whether or not the sale of Open Market items are to be included in the calculation of the Administrative Fee.

Answer 2:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 3:

Each market is different, and for this reason a one-size-fits-all pricing is challenging. Would a tiered pricing approach be acceptable?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Re Table 6, Item 65 Can Sourcewell clarify further what is meant by sourced open market or non-contracted items? Would these be items that aren't included in this contract but that may be available through the vendor as additional or supplemental pieces (e.g. products the vendor offers but that won't be covered under this contract?).

Answer 4:

Generally, a sourced or open market item is a product or service that a participating entity is seeking to purchase under the contract, but that is not among the awarded vendor's offerings. It is typically deemed incidental to the balance of the transaction. Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services. Each proposer, in its discretion, will determine and propose the method and approach for sourced products or related services that align with its business methods.

End of Addendum

Acknowledgement of this Addendum to RFP 102924 posted to the Sourcewell Procurement Portal on 10/22/2024, is required at the time of proposal submittal.

Docusign Envelope ID: 03CC2DD4-4B26-4890-B12F-81D563061BD4

Proposal Opening Record

Date of opening: October 29, 2024

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software 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 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 October 29, 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 #102924 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:

AdvantageOne Technology, Inc., dba Advantage Asset Tracking Corp.	Submitted	Mon Oct 28, 2024 11:00:24 AM
Agile Fleet, Inc.	Submitted	Mon Oct 28, 2024 2:06:43 PM
Air Automotive Tracking, Inc.	Submitted	Tue Oct 22, 2024 10:09:20 AM
AttriX Technologies, Inc.	Submitted	Tue Oct 29, 2024 4:24:11 PM
BizFleets, LLC	Submitted	Tue Oct 29, 2024 12:31:23 PM
BusPatrol America, LLC	Submitted	Tue Oct 29, 2024 4:17:06 PM
BusRight, Inc.	Submitted	Tue Oct 29, 2024 1:29:19 PM
Bytecurve Holdings, LLC	Submitted	Mon Oct 28, 2024 1:58:19 PM
CalAmp Wireless Networks Corporation	Submitted	Tue Oct 29, 2024 3:22:53 PM
Chevin Fleet Solutions, LLC	Submitted	Tue Oct 29, 2024 12:38:36 PM
Collective Data	Submitted	Wed Oct 23, 2024 9:19:40 AM
CompassCom Software Corporation	Submitted	Tue Oct 29, 2024 1:15:23 PM
Consultadd, Inc.	Submitted	Tue Oct 29, 2024 1:52:20 PM
DG Technologies	Submitted	Fri Oct 25, 2024 1:03:57 PM
Dynamic Ideas LLC, dba AlphaRoute	Submitted	Tue Oct 29, 2024 4:21:09 PM
Education Logistics, LLC	Submitted	Mon Oct 28, 2024 5:18:23 PM
Emergent Health Care Solutions, LLC	Submitted	Thu Oct 24, 2024 4:53:04 PM
Energy Mission Control, dba FuSE Carbon Technologies	Submitted	Tue Oct 29, 2024 12:52:43 PM

Docusign Envelope ID: 03CC2DD4-4B26-4890-B12F-81D563061BD4

Experteers, LLC	Submitted	Mon Oct 28, 2024 6:02:11 PM
Flagship Fleet Managment, LLC	Submitted	Tue Oct 29, 2024 11:37:40 AM
Fleet Analytics, LLC	Submitted	Tue Oct 29, 2024 11:56:47 AM
Flipturn, Inc.	Submitted	Tue Oct 29, 2024 4:21:16 PM
Ford	Submitted	Tue Oct 29, 2024 2:37:09 PM
ForeFront Power, LLC	Submitted	Tue Oct 29, 2024 4:17:47 PM
Forward Thinking Systems	Submitted	Mon Oct 28, 2024 10:32:47 AM
Geotab, Inc.	Submitted	Tue Oct 29, 2024 3:06:38 PM
Global Cloud Fleet, Inc., dba SVR Tracking	Submitted	Tue Oct 29, 2024 2:35:19 PM
Global Tracking Communications, LLC	Submitted	Tue Oct 29, 2024 1:08:13 PM
GoFleet Corporation	Submitted	Tue Oct 29, 2024 3:26:14 PM
GPS Insight, LLC	Submitted	Thu Oct 24, 2024 12:57:18 PM
Hauler Hero, Inc.	Submitted	Tue Oct 29, 2024 1:36:52 PM
Intangles USA, Inc., dba Intangles Lab Corporation	Submitted	Tue Oct 29, 2024 3:39:50 PM
IVS, Inc., dba AngelTrax	Submitted	Fri Oct 25, 2024 5:13:08 PM
Launch Mobility, Inc.	Submitted	Thu Oct 24, 2024 4:38:42 PM
Legion Asset	Submitted	Tue Oct 29, 2024 2:29:25 PM
Lytx, Inc.	Submitted	Tue Oct 29, 2024 2:32:53 PM
Magnum Electronics, Inc.	Submitted	Tue Oct 29, 2024 8:48:49 AM
Motive Technologies, Inc.	Submitted	Tue Oct 29, 2024 9:51:25 AM
MoveEV, Inc.	Submitted	Tue Oct 29, 2024 3:23:03 PM
NeoTreks, Inc.	Submitted	Tue Oct 29, 2024 8:37:05 AM
Nuclear Promise X, Inc.	Submitted	Mon Oct 28, 2024 3:59:44 PM
Olathe Ford Sales, Inc., dba Olathe Fleet Solutions	Submitted	Mon Oct 28, 2024 6:19:20 PM
One Step GPS	Submitted	Mon Oct 28, 2024 1:51:21 PM
Onward Connected, dba Onward Fleet Solutions	Submitted	Mon Oct 28, 2024 4:16:56 PM
Open TV, dba Kudelski IoT	Submitted	Mon Oct 28, 2024 1:17:14 PM
Openlane Technology Corporation	Submitted	Tue Oct 29, 2024 11:50:47 AM
Paladin Drones, Inc.	Submitted	Tue Oct 29, 2024 12:09:16 PM
Parsons Transportation Group, Inc.	Submitted	Tue Oct 29, 2024 1:31:53 PM
PowerFlex Systems, LLC	Submitted	Tue Oct 29, 2024 2:23:22 PM
PreCise MRM	Submitted	Mon Oct 28, 2024 11:05:54 PM
ProLogic ITS, LLC	Submitted	Mon Oct 28, 2024 2:49:53 PM
Quetica Consulting and Engineering	Submitted	Tue Oct 29, 2024 2:48:46 PM
Radio Engineering Industries, Inc. (REI)	Submitted	Tue Oct 29, 2024 12:03:52 PM
Route4Me, Inc.	Submitted	Tue Oct 29, 2024 1:09:20 PM
Routeware, Inc., dba Wastech Corp.	Submitted	Mon Oct 28, 2024 3:25:06 PM
RTA, dba RTA: The Fleet Success Company	Submitted	Tue Oct 29, 2024 9:12:21 AM
S44 LLC	Submitted	Mon Oct 28, 2024 10:42:31 AM
Samsara, Inc.	Submitted	Tue Oct 29, 2024 12:23:26 PM
School Bus Logistics, LLC	Submitted	Mon Oct 28, 2024 1:07:14 PM
SHzoom Technologies Inc., dba UPtime by Shzoom	Submitted	Tue Oct 29, 2024 4:15:23 PM
Smart Planet Software, dba FleetPaths Smart Planet Software	Submitted	Tue Oct 29, 2024 1:31:39 PM

Docusign Envelope ID: 03CC2DD4-4B26-4890-B12F-81D563061BD4

TALOSYS, Inc.	Submitted	Tue Oct 29, 2024 1:50:46 AM
TELUS Communications	Submitted	Mon Oct 28, 2024 2:36:02 PM
Transfinder Corporation	Submitted	Mon Oct 28, 2024 1:41:21 PM
TRANSFORM DIGITAL, LLC	Submitted	Mon Oct 28, 2024 5:33:02 AM
Trapeze Software Group, Inc.	Submitted	Mon Oct 28, 2024 9:18:40 AM
TT FASTER, LLC dba FASTER Asset Solutions	Submitted	Mon Oct 28, 2024 2:10:20 PM
Tyler Technologies	Submitted	Tue Oct 29, 2024 1:51:34 PM
USCC Services, LLC	Submitted	Tue Oct 29, 2024 10:07:11 AM
Utilimarc, LLC	Submitted	Tue Oct 29, 2024 10:33:33 AM
Utilitac Equipment and Upfitting	Submitted	Tue Oct 29, 2024 12:10:36 PM
Vecima Networks, Inc., dba Nero Global Tracking	Submitted	Tue Oct 29, 2024 2:00:42 PM
Velocitor Solutions, LLC	Submitted	Tue Oct 29, 2024 1:18:05 PM
Vemoco Telematics, LLC	Submitted	Tue Oct 29, 2024 4:22:59 PM
Verizon Connect NWF, Inc.	Submitted	Mon Oct 28, 2024 4:50:02 PM
Via Transportation, Inc, dba Remix Technologies LLC	Submitted	Tue Oct 29, 2024 1:46:54 PM
Zonar Systems, Inc.	Submitted	Mon Oct 28, 2024 1:40:23 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on October 29, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Greg Grunig
7DDDCEFD8B3D45D...

Greg Grunig, M.S., NIGP-CPP,
Procurement Manager

DocuSigned by:
Paul Dotson
948306E349B2428...

Paul Dotson, Procurement Analyst II

Docusign Envelope ID: CD2F5557-5E2C-43C2-BB1D-672BAC922164

SOURCEWELL
STATE OF MINNESOTA

Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

8/20/2024

Resolution No. 2024_25

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 Arts and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, 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
0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - August 2024

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Artificial Intelligence (AI) Readiness, Implementation, and Support Services

Requesting Board permission to Re-Solicit the following categories:

Facility Assessment & Planning with Related Services
Auction Services with Related Solutions
Fleet Management Technologies with Related Software Solutions
Indefinite Delivery Indefinite Quantity - Kentucky

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Defiant Strength, Inc.	050924-DFT	*"Athletic and Physical Education Equipment with Related Supplies"*
Draper, Inc.	050924-DRP	*"Athletic and Physical Education Equipment with Related Supplies"*
Jaypro Sports	050924-JAY	*"Athletic and Physical Education Equipment with Related Supplies"*
Litania Sports Group dba Porter Athletic and Gill Athletics	050924-PTA	*"Athletic and Physical Education Equipment with Related Supplies"*
The Prophet Corporation dba Gopher Sport	050924-PRO	*"Athletic and Physical Education Equipment with Related Supplies"*
Riddell/All American Sports Corp	050924-RIL	*"Athletic and Physical Education Equipment with Related Supplies"*
School Health Corporation	050924-SHC	*"Athletic and Physical Education Equipment with Related Supplies"*
STEMfinity	050924-STN	*"Athletic and Physical Education Equipment with Related Supplies"*
Dynamic Fitness and Strength	052324-DYF	*"Fitness Equipment with Related Accessories and Services'*
EGYM	052324-EGY	*"Fitness Equipment with Related Accessories and Services'*
Life Fitness	052324-LFF	*"Fitness Equipment with Related Accessories and Services'*
Precor	052324-PCR	*"Fitness Equipment with Related Accessories and Services'*
SportsArt America	052324-SPA	*"Fitness Equipment with Related Accessories and Services'*
TRUE Fitness Technologies	052324-TRU	*"Fitness Equipment with Related Accessories and Services'*
Atlas Toyota Material Handling	053024-ATY	*"Forklifts, Lift Trucks with Related Products and Services'*
Crown Equipment Corporation	053024-CRO	*"Forklifts, Lift Trucks with Related Products and Services'*
Doosan Bobcat North America	053024-DIV	*"Forklifts, Lift Trucks with Related Products and Services'*
Hyster-Yale Group	053024-HYS	*"Forklifts, Lift Trucks with Related Products and Services'*
Hyundai Construction Equipment North America	053024-HCE	*"Forklifts, Lift Trucks with Related Products and Services'*
Manitou North America	053024-MAI	*"Forklifts, Lift Trucks with Related Products and Services'*
Mitsubishi Logisnext Americas	053024-MCF	*"Forklifts, Lift Trucks with Related Products and Services'*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Dover Fueling Solutions	092920-DVR	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Litania Sports/Porter Athletic/Gill Athletics	071819-PTA	*"Athletic and Physical Education Equipment and Supplies with Related Accessories"*
School Health Physical Education	071819-PAL	*"Athletic and Physical Education Equipment and Supplies with Related Accessories"*
Summer PBC	031623-SMR	*"Employee Financial Wellness Programming and Related Employer Sponsored Financial Solutions"*
Sunbelt Rentals	062320-SNB	*"Equipment Rentals with Related Services'*
Sweep America	062421-SWP	*"Facilities Maintenance Services'*
Verizon Connect NWF	020221-NWF	*"Fleet Management Technologies with Related Software Solutions"*
Samsara	020221-SAM	*"Fleet Management Technologies with Related Software Solutions"*
Johnson Controls	070121-JHN	*"HVAC Systems and Related Services"*
Computer Aid	071321-CAI	*"IT Managed Service and Staff Augmentation Solutions'*
Genasys	051321-GYS	*"Public Safety Software"*

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
ACCO Engineered Systems, Inc.	TX-R2-HVAC-052124-AES	Region 2 / Gulf Coast Texas
ACCO Engineered Systems, Inc.	TX-R5-HVAC-052124-AES	Region 5 / Rio Grande Valley

Acumen Enterprises, Inc.	TX-R1-GC-052124-ACU	Region 1 / Central Texas
Acumen Enterprises, Inc.	TX-R1-HVAC-052124-ACU	Region 1 / Central Texas
Acumen Enterprises, Inc.	TX-R1-PLUM-052124-ACU	Region 1 / Central Texas
Acumen Enterprises, Inc.	TX-R2-GC-052124-ACU	Region 2 / Gulf Coast Texas
Acumen Enterprises, Inc.	TX-R2-HVAC-052124-ACU	Region 2 / Gulf Coast Texas
Acumen Enterprises, Inc.	TX-R2-PLUM-052124-ACU	Region 2 / Gulf Coast Texas
Acumen Enterprises, Inc.	TX-R3-GC-052124-ACU	Region 3 / North Texas
Acumen Enterprises, Inc.	TX-R3-HVAC-052124-ACU	Region 3 / North Texas
Acumen Enterprises, Inc.	TX-R3-PLUM-052124-ACU	Region 3 / North Texas
Acumen Enterprises, Inc.	TX-R4-GC-052124-ACU	Region 4 / Panhandle Texas
Acumen Enterprises, Inc.	TX-R4-HVAC-052124-ACU	Region 4 / Panhandle Texas
Acumen Enterprises, Inc.	TX-R4-PLUM-052124-ACU	Region 4 / Panhandle Texas
Acumen Enterprises, Inc.	TX-R5-GC-052124-ACU	Region 5 / Rio Grande Valley
Acumen Enterprises, Inc.	TX-R5-HVAC-052124-ACU	Region 5 / Rio Grande Valley
Acumen Enterprises, Inc.	TX-R5-PLUM-052124-ACU	Region 5 / Rio Grande Valley
Acumen Enterprises, Inc.	TX-R6-GC-052124-ACU	Region 6 / West Texas
Acumen Enterprises, Inc.	TX-R6-HVAC-052124-ACU	Region 6 / West Texas
Acumen Enterprises, Inc.	TX-R6-PLUM-052124-ACU	Region 6 / West Texas
Amstar, Inc.	TX-R1-GC-052124-AMS	Region 1 / Central Texas
Amstar, Inc.	TX-R2-GC-052124-AMS	Region 2 / Gulf Coast Texas
Amstar, Inc.	TX-R3-GC-052124-AMS	Region 3 / North Texas
Amstar, Inc.	TX-R4-GC-052124-AMS	Region 4 / Panhandle Texas
Amstar, Inc.	TX-R5-GC-052124-AMS	Region 5 / Rio Grande Valley
Amstar, Inc.	TX-R6-GC-052124-AMS	Region 6 / West Texas
Basic IDIQ, Inc.	TX-R1-GC-052124-BII	Region 1 / Central Texas
Basic IDIQ, Inc.	TX-R2-GC-052124-BII	Region 2 / Gulf Coast Texas
Basic IDIQ, Inc.	TX-R3-GC-052124-BII	Region 3 / North Texas
Basic IDIQ, Inc.	TX-R4-GC-052124-BII	Region 4 / Panhandle Texas
Basic IDIQ, Inc.	TX-R5-GC-052124-BII	Region 5 / Rio Grande Valley
Basic IDIQ, Inc.	TX-R6-GC-052124-BII	Region 6 / West Texas
Champion Flooring, LLC	TX-R1-F-052124-CFL	Region 1 / Central Texas
Champion Flooring, LLC	TX-R2-F-052124-CFL	Region 2 / Gulf Coast Texas
Champion Flooring, LLC	TX-R3-F-052124-CFL	Region 3 / North Texas
Champion Flooring, LLC	TX-R4-F-052124-CFL	Region 4 / Panhandle Texas
Champion Flooring, LLC	TX-R5-F-052124-CFL	Region 5 / Rio Grande Valley
Champion Flooring, LLC	TX-R6-F-052124-CFL	Region 6 / West Texas
CORE Construction Services of Texas, Inc.	TX-R1-GC-052124-CCT	Region 1 / Central Texas
CORE Construction Services of Texas, Inc.	TX-R2-GC-052124-CCT	Region 2 / Gulf Coast Texas
CORE Construction Services of Texas, Inc.	TX-R3-GC-052124-CCT	Region 3 / North Texas
CORE Construction Services of Texas, Inc.	TX-R5-GC-052124-CCT	Region 5 / Rio Grande Valley
CORE Construction Services of Texas, Inc.	TX-R6-GC-052124-CCT	Region 6 / West Texas
Dardon Construction, Inc.	TX-R1-RW-052124-DDO	Region 1 / Central Texas
Dardon Construction, Inc.	TX-R3-RW-052124-DDO	Region 3 / North Texas
Dardon Construction, Inc.	TX-R6-RW-052124-DDO	Region 6 / West Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R1-GC-052124-FHP	Region 1 / Central Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R2-GC-052124-FHP	Region 2 / Gulf Coast Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R3-GC-052124-FHP	Region 3 / North Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R4-GC-052124-FHP	Region 4 / Panhandle Texas
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R5-GC-052124-FHP	Region 5 / Rio Grande Valley
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-R6-GC-052124-FHP	Region 6 / West Texas
Freedom Construction, LLC	TX-R3-GC-052124-FRC	Region 3 / North Texas
GG Contractors, LLC	TX-R1-GC-052124-GGC	Region 1 / Central Texas
GG Contractors, LLC	TX-R1-P-052124-GGC	Region 1 / Central Texas
GG Contractors, LLC	TX-R1-F-052124-GGC	Region 1 / Central Texas
GG Contractors, LLC	TX-R1-MR-052124-GGC	Region 1 / Central Texas
GG Contractors, LLC	TX-R2-GC-052124-GGC	Region 2 / Gulf Coast Texas
GG Contractors, LLC	TX-R2-P-052124-GGC	Region 2 / Gulf Coast Texas
GG Contractors, LLC	TX-R2-F-052124-GGC	Region 2 / Gulf Coast Texas
GG Contractors, LLC	TX-R2-MR-052124-GGC	Region 2 / Gulf Coast Texas
GG Contractors, LLC	TX-R3-GC-052124-GGC	Region 3 / North Texas
GG Contractors, LLC	TX-R3-P-052124-GGC	Region 3 / North Texas
GG Contractors, LLC	TX-R3-F-052124-GGC	Region 3 / North Texas
GG Contractors, LLC	TX-R3-MR-052124-GGC	Region 3 / North Texas
GG Contractors, LLC	TX-R4-GC-052124-GGC	Region 4 / Panhandle Texas
GG Contractors, LLC	TX-R4-P-052124-GGC	Region 4 / Panhandle Texas
GG Contractors, LLC	TX-R4-F-052124-GGC	Region 4 / Panhandle Texas
GG Contractors, LLC	TX-R4-MR-052124-GGC	Region 4 / Panhandle Texas

GG Contractors, LLC	TX-R5-GC-052124-GGC	Region 5 / Rio Grande Valley
GG Contractors, LLC	TX-R5-P-052124-GGC	Region 5 / Rio Grande Valley
GG Contractors, LLC	TX-R5-F-052124-GGC	Region 5 / Rio Grande Valley
GG Contractors, LLC	TX-R5-MR-052124-GGC	Region 5 / Rio Grande Valley
GG Contractors, LLC	TX-R6-GC-052124-GGC	Region 6 / West Texas
GG Contractors, LLC	TX-R6-P-052124-GGC	Region 6 / West Texas
GG Contractors, LLC	TX-R6-F-052124-GGC	Region 6 / West Texas
GG Contractors, LLC	TX-R6-MR-052124-GGC	Region 6 / West Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R1-GC-052124-GFC	Region 1 / Central Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R1-P-052124-GFC	Region 1 / Central Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R1-F-052124-GFC	Region 1 / Central Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R1-MR-052124-GFC	Region 1 / Central Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R3-GC-052124-GFC	Region 3 / North Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R3-P-052124-GFC	Region 3 / North Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R3-F-052124-GFC	Region 3 / North Texas
Gomez Floor Covering, Inc., dba GFC Contracting	TX-R3-MR-052124-GFC	Region 3 / North Texas
HCR Construction, Inc.	TX-R1-GC-052124-HCR	Region 1 / Central Texas
HCR Construction, Inc.	TX-R2-GC-052124-HCR	Region 2 / Gulf Coast Texas
HCR Construction, Inc.	TX-R3-GC-052124-HCR	Region 3 / North Texas
HCR Construction, Inc.	TX-R4-GC-052124-HCR	Region 4 / Panhandle Texas
HCR Construction, Inc.	TX-R5-GC-052124-HCR	Region 5 / Rio Grande Valley
HCR Construction, Inc.	TX-R6-GC-052124-HCR	Region 6 / West Texas
J & K Project Management Consultants, LLC	TX-R3-GC-052124-JKP	Region 3 / North Texas
Jesse A Bratton	TX-R1-E-052124-COS	Region 1 / Central Texas
JK Dennard Construction, LLC	TX-R4-GC-052124-JKD	Region 4 / Panhandle Texas
Johnson-Laux Construction	TX-R1-GC-052124-JLC	Region 1 / Central Texas
Johnson-Laux Construction	TX-R2-GC-052124-JLC	Region 2 / Gulf Coast Texas
Johnson-Laux Construction	TX-R3-GC-052124-JLC	Region 3 / North Texas
Johnson-Laux Construction	TX-R4-GC-052124-JLC	Region 4 / Panhandle Texas
Johnson-Laux Construction	TX-R5-GC-052124-JLC	Region 5 / Rio Grande Valley
Johnson-Laux Construction	TX-R6-GC-052124-JLC	Region 6 / West Texas
JR Tri-State General Contracting Group, Inc.	TX-R4-GC-052124-JRT	Region 4 / Panhandle Texas
Lee Construction and Maintenance Co	TX-R1-GC-052124-LCM	Region 1 / Central Texas
Lee Construction and Maintenance Co	TX-R2-GC-052124-LCM	Region 2 / Gulf Coast Texas
Lee Construction and Maintenance Co	TX-R2-P-052124-LCM	Region 2 / Gulf Coast Texas
Lee Construction and Maintenance Co	TX-R2-F-052124-LCM	Region 2 / Gulf Coast Texas
Lee Construction and Maintenance Co	TX-R2-MR-052124-LCM	Region 2 / Gulf Coast Texas
Lee Construction and Maintenance Co	TX-R3-GC-052124-LCM	Region 3 / North Texas
Lee Construction and Maintenance Co	TX-R4-GC-052124-LCM	Region 4 / Panhandle Texas
Lee Construction and Maintenance Co	TX-R5-GC-052124-LCM	Region 5 / Rio Grande Valley
Lee Construction and Maintenance Co	TX-R6-GC-052124-LCM	Region 6 / West Texas
Lopez and Son's, Inc.	TX-R2-GC-052124-LOP	Region 2 / Gulf Coast Texas
Lopez and Son's, Inc.	TX-R3-GC-052124-LOP	Region 3 / North Texas
Lopez and Son's, Inc.	TX-R4-GC-052124-LOP	Region 4 / Panhandle Texas
Lopez and Son's, Inc.	TX-R6-GC-052124-LOP	Region 6 / West Texas
Mid-Tex of Midland, Inc.	TX-R1-GC-052124-MTOM	Region 1 / Central Texas
Mid-Tex of Midland, Inc.	TX-R1-P-052124-MTOM	Region 1 / Central Texas
Mid-Tex of Midland, Inc.	TX-R1-F-052124-MTOM	Region 1 / Central Texas
Mid-Tex of Midland, Inc.	TX-R4-GC-052124-MTOM	Region 4 / Panhandle Texas
Mid-Tex of Midland, Inc.	TX-R4-P-052124-MTOM	Region 4 / Panhandle Texas
Mid-Tex of Midland, Inc.	TX-R4-F-052124-MTOM	Region 4 / Panhandle Texas
Mid-Tex of Midland, Inc.	TX-R6-GC-052124-MTOM	Region 6 / West Texas
Mid-Tex of Midland, Inc.	TX-R6-P-052124-MTOM	Region 6 / West Texas
Mid-Tex of Midland, Inc.	TX-R6-F-052124-MTOM	Region 6 / West Texas
Nash Industries, Inc.	TX-R1-GC-052124-NASH	Region 1 / Central Texas
Nash Industries, Inc.	TX-R2-GC-052124-NASH	Region 2 / Gulf Coast Texas
Nash Industries, Inc.	TX-R3-GC-052124-NASH	Region 3 / North Texas
Post L Group, LLC	TX-R1-GC-052124-POST	Region 1 / Central Texas
Post L Group, LLC	TX-R2-GC-052124-POST	Region 2 / Gulf Coast Texas
Post L Group, LLC	TX-R3-GC-052124-POST	Region 3 / North Texas
SDB, Inc.	TX-R1-GC-052124-SDB	Region 1 / Central Texas
SDB, Inc.	TX-R2-GC-052124-SDB	Region 2 / Gulf Coast Texas
SDB, Inc.	TX-R3-GC-052124-SDB	Region 3 / North Texas
SDB, Inc.	TX-R4-GC-052124-SDB	Region 4 / Panhandle Texas
SDB, Inc.	TX-R5-GC-052124-SDB	Region 5 / Rio Grande Valley
SDB, Inc.	TX-R6-GC-052124-SDB	Region 6 / West Texas
Staples Construction	TX-R3-GC-052124-STA	Region 3 / North Texas

Staples Construction	TX-R4-GC-052124-STA	Region 4 / Panhandle Texas
Structured Construction, LLC	TX-R3-GC-052124-SCL	Region 3 / North Texas
Teinert Construction	TX-R3-GC-052124-TCB	Region 3 / North Texas
Teinert Construction	TX-R4-GC-052124-TCB	Region 4 / Panhandle Texas
The Polote Corporation	TX-R1-GC-052124-TPC	Region 1 / Central Texas
The Polote Corporation	TX-R2-GC-052124-TPC	Region 2 / Gulf Coast Texas
The Polote Corporation	TX-R3-GC-052124-TPC	Region 3 / North Texas
The Polote Corporation	TX-R4-GC-052124-TPC	Region 4 / Panhandle Texas
The Polote Corporation	TX-R5-GC-052124-TPC	Region 5 / Rio Grande Valley
The Polote Corporation	TX-R6-GC-052124-TPC	Region 6 / West Texas
The Pounds Group, LLC, Sullivan Contracting Services	TX-R1-GC-052124-SUL	Region 1 / Central Texas
The Pounds Group, LLC, Sullivan Contracting Services	TX-R3-GC-052124-SUL	Region 3 / North Texas
Veliz Company, LLC	TX-R1-GC-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R1-PAC-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R1-P-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R1-F-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R1-MR-052124-VCL	Region 1 / Central Texas
Veliz Company, LLC	TX-R3-GC-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R3-PAC-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R3-P-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R3-F-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R3-MR-052124-VCL	Region 3 / North Texas
Veliz Company, LLC	TX-R5-GC-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R5-PAC-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R5-P-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R5-F-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R5-MR-052124-VCL	Region 5 / Rio Grande Valley
Veliz Company, LLC	TX-R6-GC-052124-VCL	Region 6 / West Texas
Veliz Company, LLC	TX-R6-PAC-052124-VCL	Region 6 / West Texas
Veliz Company, LLC	TX-R6-P-052124-VCL	Region 6 / West Texas
Veliz Company, LLC	TX-R6-F-052124-VCL	Region 6 / West Texas
Veliz Company, LLC	TX-R6-MR-052124-VCL	Region 6 / West Texas
WWRC, Inc.	TX-R4-GC-052124-WRI	Region 4 / Panhandle Texas
WWRC, Inc.	TX-R4-RW-052124-WRI	Region 4 / Panhandle Texas
WWRC, Inc.	TX-R4-HVAC-052124-WRI	Region 4 / Panhandle Texas
WWRC, Inc.	TX-R4-F-052124-WRI	Region 4 / Panhandle Texas
Company Name	**Contract Number**	
IDIQ CONTRACT EXTENSIONS		
Adrian L. Merton, Inc.	VA-R1-HVAC-072023-ALM	
Centennial Contractors Enterprises, Inc.	VA-R1-GC-072023-CCE	
Centennial Contractors Enterprises, Inc.	VA-R3-GC-072023-CCE	
Centennial Contractors Enterprises, Inc.	VA-R4-GC-072023-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	VA-R2-GC-072023-FHP	
General & Mechanical Services	VA-R1-HVAC-072023- GMS	
Johnson-Laux Construction, LLC	VA-R2-GC-072023-JLC	
Johnson-Laux Construction, LLC	VA-R3-GC-072023-JLC	
Nichols Contracting, Inc.	VA-R1-GC-072023-NIC	
Nichols Contracting, Inc.	VA-R4-GC-072023-NIC	
Paige Industrial Services, Inc.	VA-R1-E-072023-PAI	
Paige Industrial Services, Inc.	VA-R3-E-072023-PAI	
Paige Industrial Services, Inc.	VA-R4-E-072023-PAI	
Paige Industrial Services, Inc.	VA-R4-GC-072023-PAI	
Service Mechanical, Inc.	VA-R1-HVAC-072023-SER	
S-Works Construction Corporation	VA-R1-GC-072023-SWC	
S-Works Construction Corporation	VA-R2-GC-072023-SWC	
S-Works Construction Corporation	VA-R3-GC-072023-SWC	
S-Works Construction Corporation	VA-R4-GC-072023-SWC	
The Matthews Group	VA-R1-GC-072023-TMG	
The Matthews Group	VA-R3-GC-072023-TMG	
The Matthews Group	VA-R4-GC-072023-TMG	
Vigil Contracting, Inc.	VA-R1-GC-072023-VGL	
Paige Industrial Services, Inc.	VA-R3-GC-072023-PAI	

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SOURCEWELL
STATE OF MINNESOTA

Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

5/20/2025

Resolution No. 2025_19

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 Pfeiffer and the following voted in favor: (list names here)
Zylka, Thiel, Nagel, Kicker, and 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
0BEF5D6F88D149B...
Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - May 2025

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Language Services (Interpreting, Translating, and Language Testing and Training)

Requesting Board permission to Re-Solicit the following categories:

Virtual Behavioral Health Therapy and Related Services
Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services
Ice Rink and Arena Equipment with Related Supplies and Services
Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

NEW CONTRACTS

CONSENT AGENDA ITEMS

Supplier Name	Contract Number	Solicitation Title
Global Tracking Communications dba GPS Trackit	102924-GPS	Fleet Management Technologies with Related Software Solutions
AdvantageOne Technology, Inc.	102924-ADO	Fleet Management Technologies with Related Software Solutions
Agile Fleet, Inc.	102924-AAC	Fleet Management Technologies with Related Software Solutions
CompassData, Inc. dba CompassCom Software Corporation	102924-CMP	Fleet Management Technologies with Related Software Solutions
Education Logistics, Inc.	102924-EDL	Fleet Management Technologies with Related Software Solutions
Ford Motor Company	102924-FMC	Fleet Management Technologies with Related Software Solutions
Forward Thinking Systems, LLC	102924-FWD	Fleet Management Technologies with Related Software Solutions
Geotab, Inc.	102924-GEO	Fleet Management Technologies with Related Software Solutions
Global Cloud Fleet Inc. dba SVR Tracking	102924-GCF	Fleet Management Technologies with Related Software Solutions
GPS Insight, LLC	102924-GPI	Fleet Management Technologies with Related Software Solutions
IVS, Inc. dba AngelTrax	102924-IVS	Fleet Management Technologies with Related Software Solutions
Lytx, Inc.	102924-LYX	Fleet Management Technologies with Related Software Solutions
Motive Technologies, Inc.	102924-MTV	Fleet Management Technologies with Related Software Solutions
Ron Turley Associates, Inc. dba RTA	102924-RTA	Fleet Management Technologies with Related Software Solutions
Samsara, Inc.	102924-SAM	Fleet Management Technologies with Related Software Solutions
TELUS Communications, Inc. dba Skyhawk Telematics	102924-SKY	Fleet Management Technologies with Related Software Solutions
USCC Services, LLC	102924-USC	Fleet Management Technologies with Related Software Solutions
Vemoco Telematics, LLC	102924-VEM	Fleet Management Technologies with Related Software Solutions
Verizon Connect NWF, Inc.	102924-NWF	Fleet Management Technologies with Related Software Solutions
Zenduit Corporation	102924-ZEN	Fleet Management Technologies with Related Software Solutions
Zonar Systems, Inc.	102924-ZSI	Fleet Management Technologies with Related Software Solutions
Beonic, Inc.	022525-BEO	Passenger and Crowd Flow Management Solutions and Related Products
Embross USA, Inc.	022525-EBS	Passenger and Crowd Flow Management Solutions and Related Products
Infodev Electronic Designers International, Inc.	022525-IFD	Passenger and Crowd Flow Management Solutions and Related Products
Kaizen Laboratories, Inc.	022525-KZN	Passenger and Crowd Flow Management Solutions and Related Products
PMY ETS (USA), Inc.	022525-PMY	Passenger and Crowd Flow Management Solutions and Related Products
Urban Solar, Inc.	022525-URS	Passenger and Crowd Flow Management Solutions and Related Products

Xovis USA, Inc.	022525-XOV	Passenger and Crowd Flow Management Solutions and Related Products
BrainStorm Studios, LLC	010725-BRS	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Carolina Biological Supply Company	010725-CBS	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
H2I Group, Inc.	010725-H2I	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Lakeshore Learning Materials, LLC	010725-LSH	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Nasco Education, LLC	010725-NAS	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Palmer Hamilton, LLC	010725-PHL	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
STEM For Kids, LLC	010725-SFK	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
STEMfinity, LLC	010725-STN	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
Tequipment, Inc.	010725-TEQ	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services
The Prophet Corporation dba STEM Supplies	010725-STM	STEM Education Solutions and Equipment with Related Accessories, Supplies and Services

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Auto Plus-Pep Boys	032521-PEP	"Aftermarket Vehicle Parts and Supplies"
AstroTurf	031622-AST	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
H2I Group	031622-H2I	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Hellas Construction	031622-KLC	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Shaw Sports Turf	031622-SII	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
Turf Nation	031622-TNA	"Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies"
AstroTurf	031022-AST	"Athletic Surfaces with Installation, Related Equipment, Materials and Services"
Robbins	031022-RBI	"Athletic Surfaces with Installation, Related Equipment, Materials and Services"
Box Gang	040621-BXG	"Bulk Solid Waste and Recycling Equipment"
Hol-Mac	040621-HMC	"Bulk Solid Waste and Recycling Equipment"
Petersen Ind.	040621-PII	"Bulk Solid Waste and Recycling Equipment"
Wastequip	040621-WQI	"Bulk Solid Waste and Recycling Equipment"
Siemens	042221-SIE	"Electric Vehicle Supply Equipment and Related Services"
Sysco Corp.	111621-SYC	"Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services"
US Foods	111621-USF	"Food Products and Distribution for School Food Authorities with Related Supplies, Technology and Services"
L3Harris Technologies	042021-L3H	"Public Safety Communications Technology and Hardware Solutions"
Westnet	042021-WNT	"Public Safety Communications Technology and Hardware Solutions"
Deccan	051321-DEC	"Public Safety Software"
Off Duty Management	051321-OFF	"Public Safety Software"
SmartCOP, Inc.	051321-SMT	"Public Safety Software"
Utility Associates	051321-UTI	"Public Safety Software"
Elliott Equipment Company	110421-EEC	"Public Utility Equipment with Related Accessories and Supplies"
Alamo Group	070821-AGI	"Road Right-of-Way Maintenance Equipment"
Diamond Mowers	070821-DMM	"Road Right-of-Way Maintenance Equipment"

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
42 Construction, LLC	NM-R1-GC-031325-42C	Region 1-General Construction
42 Construction, LLC	NM-R1-HVAC-031325-42C	Region 1-HVAC/Mechanical

42 Construction, LLC	NM-R1-PLUM-031325-42C	Region 1-Plumbing
42 Construction, LLC	NM-R1-E-031325-42C	Region 1-Electrical
42 Construction, LLC	NM-R1-CC-031325-42C	Region 1-Site/Civil
42 Construction, LLC	NM-R1-RW-031325-42C	Region 1-Roofing and Weatherproofing
42 Construction, LLC	NM-R2-GC-031325-42C	Region 2-General Construction
42 Construction, LLC	NM-R2-HVAC-031325-42C	Region 2-HVAC/Mechanical
42 Construction, LLC	NM-R2-PLUM-031325-42C	Region 2-Plumbing
42 Construction, LLC	NM-R2-E-031325-42C	Region 2-Electrical
42 Construction, LLC	NM-R2-CC-031325-42C	Region 2-Site/Civil
42 Construction, LLC	NM-R2-RW-031325-42C	Region 2-Roofing and Weatherproofing
42 Construction, LLC	NM-R3-GC-031325-42C	Region 3-General Construction
42 Construction, LLC	NM-R3-HVAC-031325-42C	Region 3-HVAC/Mechanical
42 Construction, LLC	NM-R3-PLUM-031325-42C	Region 3-Plumbing
42 Construction, LLC	NM-R3-E-031325-42C	Region 3-Electrical
42 Construction, LLC	NM-R3-CC-031325-42C	Region 3-Site/Civil
42 Construction, LLC	NM-R3-RW-031325-42C	Region 3-Roofing and Weatherproofing
42 Construction, LLC	NM-R4-GC-031325-42C	Region 4-General Construction
42 Construction, LLC	NM-R4-HVAC-031325-42C	Region 4-HVAC/Mechanical
42 Construction, LLC	NM-R4-PLUM-031325-42C	Region 4-Plumbing
42 Construction, LLC	NM-R4-E-031325-42C	Region 4-Electrical
42 Construction, LLC	NM-R4-CC-031325-42C	Region 4-Site/Civil
42 Construction, LLC	NM-R4-RW-031325-42C	Region 4-Roofing and Weatherproofing
42 Construction, LLC	NM-R5-GC-031325-42C	Region 5-General Construction
42 Construction, LLC	NM-R5-HVAC-031325-42C	Region 5-HVAC/Mechanical
42 Construction, LLC	NM-R5-PLUM-031325-42C	Region 5-Plumbing
42 Construction, LLC	NM-R5-E-031325-42C	Region 5-Electrical
42 Construction, LLC	NM-R5-CC-031325-42C	Region 5-Site/Civil
42 Construction, LLC	NM-R5-RW-031325-42C	Region 5-Roofing and Weatherproofing
Consolidated Builders of NM, LLC	NM-R1-GC-031325-COB	Region 1 -General Construction
Consolidated Builders of NM, LLC	NM-R2-GC-031325-COB	Region 2-General Construction
Consolidated Builders of NM, LLC	NM-R3-GC-031325-COB	Region 3-General Construction
Consolidated Builders of NM, LLC	NM-R4-GC-031325-COB	Region 4-General Construction
Consolidated Builders of NM, LLC	NM-R5-GC-031325-COB	Region 5-General Construction
CORE Construction, Inc.	NM-R1-GC-031325-CORE	Region 1 -General Construction
CORE Construction, Inc.	NM-R2-GC-031325-CORE	Region 2-General Construction
CORE Construction, Inc.	NM-R3-GC-031325-CORE	Region 3-General Construction
CORE Construction, Inc.	NM-R4-GC-031325-CORE	Region 4-General Construction
CORE Construction, Inc.	NM-R5-GC-031325-CORE	Region 5-General Construction
D.R.B. Electric, Inc.	NM-R1-E-031325-DRB	Region 1-Electrical
D.R.B. Electric, Inc.	NM-R2-E-031325-DRB	Region 2-Electrical
D.R.B. Electric, Inc.	NM-R3-E-031325-DRB	Region 3-Electrical
D.R.B. Electric, Inc.	NM-R4-E-031325-DRB	Region 4-Electrical
D.R.B. Electric, Inc.	NM-R5-E-031325-DRB	Region 5-Electrical
GM Builders, Inc.	NM-R1-GC-031325-GMB	Region 1-General Construction
GM Builders, Inc.	NM-R1-HVAC-031325-GMB	Region 1-HVAC/Mechanical
GM Builders, Inc.	NM-R1-PLUM-031325-GMB	Region 1-Plumbing
GM Builders, Inc.	NM-R1-E-031325-GMB	Region 1-Electrical
GM Builders, Inc.	NM-R1-CC-031325-GMB	Region 1-Site/Civil
GM Builders, Inc.	NM-R1-RW-031325-GMB	Region 1-Roofing and Weatherproofing
GM Builders, Inc.	NM-R2-GC-031325-GMB	Region 2-General Construction
GM Builders, Inc.	NM-R2-HVAC-031325-GMB	Region 2-HVAC/Mechanical
GM Builders, Inc.	NM-R2-PLUM-031325-GMB	Region 2-Plumbing
GM Builders, Inc.	NM-R2-E-031325-GMB	Region 2-Electrical
GM Builders, Inc.	NM-R2-CC-031325-GMB	Region 2-Site/Civil
GM Builders, Inc.	NM-R2-RW-031325-GMB	Region 2-Roofing and Weatherproofing
GM Builders, Inc.	NM-R3-GC-031325-GMB	Region 3-General Construction
GM Builders, Inc.	NM-R3-HVAC-031325-GMB	Region 3-HVAC/Mechanical
GM Builders, Inc.	NM-R3-PLUM-031325-GMB	Region 3-Plumbing
GM Builders, Inc.	NM-R3-E-031325-GMB	Region 3-Electrical
GM Builders, Inc.	NM-R3-CC-031325-GMB	Region 3-Site/Civil
GM Builders, Inc.	NM-R3-RW-031325-GMB	Region 3-Roofing and Weatherproofing
GM Builders, Inc.	NM-R4-GC-031325-GMB	Region 4-General Construction
GM Builders, Inc.	NM-R4-HVAC-031325-GMB	Region 4-HVAC/Mechanical
GM Builders, Inc.	NM-R4-PLUM-031325-GMB	Region 4-Plumbing
GM Builders, Inc.	NM-R4-E-031325-GMB	Region 4-Electrical
GM Builders, Inc.	NM-R4-CC-031325-GMB	Region 4-Site/Civil
GM Builders, Inc.	NM-R4-RW-031325-GMB	Region 4-Roofing and Weatherproofing

GM Builders, Inc.	NM-R5-GC-031325-GMB	Region 5-General Construction
GM Builders, Inc.	NM-R5-HVAC-031325-GMB	Region 5-HVAC/Mechanical
GM Builders, Inc.	NM-R5-PLUM-031325-GMB	Region 5-Plumbing
GM Builders, Inc.	NM-R5-E-031325-GMB	Region 5-Electrical
GM Builders, Inc.	NM-R5-CC-031325-GMB	Region 5-Site/Civil
GM Builders, Inc.	NM-R5-RW-031325-GMB	Region 5-Roofing and Weatherproofing
LLR Construction, LLC	NM-R2-GC-031325-LLR	Region 2-General Construction
Master Plumbers, LLC	NM-R5-GC-031325-MAST	Region 5-General Construction
Master Plumbers, LLC	NM-R5-PLUM-031325-MAST	Region 5-Plumbing
National Construction, Inc.	NM-R4-GC-031325-NCI	Region 4-General Construction
Villalobos Builders, LLC	NM-R1-GC-031325-VBL	Region 1-General Construction
Villalobos Builders, LLC	NM-R1-RW-031325-VBL	Region 1-Roofing and Weatherproofing
Villalobos Builders, LLC	NM-R2-GC-031325-VBL	Region 2-General Construction
Villalobos Builders, LLC	NM-R2-RW-031325-VBL	Region 2-Roofing and Weatherproofing
Villalobos Builders, LLC	NM-R3-GC-031325-VBL	Region 3-General Construction
Villalobos Builders, LLC	NM-R3-RW-031325-VBL	Region 3-Roofing and Weatherproofing
Villalobos Builders, LLC	NM-R4-GC-031325-VBL	Region 4-General Construction
Villalobos Builders, LLC	NM-R4-RW-031325-VBL	Region 4-Roofing and Weatherproofing
Villalobos Builders, LLC	NM-R5-GC-031325-VBL	Region 5-General Construction
Villalobos Builders, LLC	NM-R5-RW-031325-VBL	Region 5-Roofing and Weatherproofing
Wizer Electric, LLC	NM-R1-HVAC-031325-WIZ	Region 1-HVAC/Mechanical
Wizer Electric, LLC	NM-R1-PLUM-031325-WIZ	Region 1-Plumbing
Wizer Electric, LLC	NM-R2-HVAC-031325-WIZ	Region 2-HVAC/Mechanical
Wizer Electric, LLC	NM-R2-PLUM-031325-WIZ	Region 2-Plumbing
Wizer Electric, LLC	NM-R2-E-031325-WIZ	Region 2-Electrical
Wizer Electric, LLC	NM-R3-HVAC-031325-WIZ	Region 3-HVAC/Mechanical
Wizer Electric, LLC	NM-R3-PLUM-031325-WIZ	Region 3-Plumbing
Wizer Electric, LLC	NM-R3-CC-031325-WIZ	Region 3-Site/Civil
Wizer Electric, LLC	NM-R3-RW-031325-WIZ	Region 3-Roofing and Weatherproofing
Wizer Electric, LLC	NM-R4-HVAC-031325-WIZ	Region 4-HVAC/Mechanical
Wizer Electric, LLC	NM-R4-PLUM-031325-WIZ	Region 4-Plumbing
Wizer Electric, LLC	NM-R4-CC-031325-WIZ	Region 4-Site/Civil
Wizer Electric, LLC	NM-R4-RW-031325-WIZ	Region 4-Roofing and Weatherproofing
Wizer Electric, LLC	NM-R5-HVAC-031325-WIZ	Region 5-HVAC/Mechanical
Allied Building Service Company of Detroit, Inc.	MI-R4-GC-041025-ABS	Region 4-General Construction
Allied Building Service Company of Detroit, Inc.	MI-R4-PLUM-041025-ABS	Region 4-Plumbing
Allied Building Service Company of Detroit, Inc.	MI-R4-E-041025-ABS	Region 4-Electrical
Allied Building Service Company of Detroit, Inc.	MI-R5-GC-041025-ABS	Region 5-General Construction
Allied Building Service Company of Detroit, Inc.	MI-R5-PLUM-041025-ABS	Region 5-Plumbing
Allied Building Service Company of Detroit, Inc.	MI-R5-E-041025-ABS	Region 5-Electrical
CORE Construction Indiana, LLC	MI-R2-GC-041025-CCIL	Region 2-General Construction
CORE Construction Indiana, LLC	MI-R3-GC-041025-CCIL	Region 3-General Construction
CORE Construction Indiana, LLC	MI-R5-GC-041025-CCIL	Region 5-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-R2-GC-041025-FHP	Region 2-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-R3-GC-041025-FHP	Region 3-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-R4-GC-041025-FHP	Region 4-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	MI-R5-GC-041025-FHP	Region 5-General Construction
Johnson-Laux Construction, LLC	MI-R1-GC-041025-JLC	Region 1-General Construction
Johnson-Laux Construction, LLC	MI-R2-GC-041025-JLC	Region 2-General Construction
Johnson-Laux Construction, LLC	MI-R3-GC-041025-JLC	Region 3-General Construction
Johnson-Laux Construction, LLC	MI-R4-GC-041025-JLC	Region 4-General Construction
Johnson-Laux Construction, LLC	MI-R5-GC-041025-JLC	Region 5-General Construction
Lang Constructors, Inc.	MI-R1-GC-041025-LANGC	Region 1-General Construction
Lang Constructors, Inc.	MI-R2-GC-041025-LANGC	Region 2-General Construction
Lang Constructors, Inc.	MI-R3-GC-041025-LANGC	Region 3-General Construction
Lang Constructors, Inc.	MI-R4-GC-041025-LANGC	Region 4-General Construction
Lang Constructors, Inc.	MI-R5-GC-041025-LANGC	Region 5-General Construction
Lee Construction and Maintenance Company dba LMC Corporation	MI-R2-GC-041025-LMC	Region 2-General Construction
Lee Construction and Maintenance Company dba LMC Corporation	MI-R3-GC-041025-LMC	Region 3-General Construction
Lee Construction and Maintenance Company dba LMC Corporation	MI-R4-GC-041025-LMC	Region 4-General Construction
Lee Construction and Maintenance Company dba LMC Corporation	MI-R5-GC-041025-LMC	Region 5-General Construction
National Retrofitting Group, LLC	MI-R1-E-041025-NRG	Region 1-Electrical
National Retrofitting Group, LLC	MI-R2-E-041025-NRG	Region 2-Electrical

National Retrofitting Group, LLC	MI-R3-E-041025-NRG	Region 3-Electrical
National Retrofitting Group, LLC	MI-R4-E-041025-NRG	Region 4-Electrical
National Retrofitting Group, LLC	MI-R5-E-041025-NRG	Region 5-Electrical
Prodigy Building Solutions, LLC	MI-R3-RW-041025-PBS	Region 3-Roofing and Weatherproofing
Prodigy Building Solutions, LLC	MI-R1-GC-041025-PBS	Region 1-General Construction
Prodigy Building Solutions, LLC	MI-R1-RW-041025-PBS	Region 1-Roofing and Weatherproofing
Prodigy Building Solutions, LLC	MI-R2-GC-041025-PBS	Region 2-General Construction
Prodigy Building Solutions, LLC	MI-R2-RW-041025-PBS	Region 2-Roofing and Weatherproofing
Prodigy Building Solutions, LLC	MI-R3-GC-041025-PBS	Region 3-General Construction
Prodigy Building Solutions, LLC	MI-R4-GC-041025-PBS	Region 4-General Construction
Prodigy Building Solutions, LLC	MI-R4-RW-041025-PBS	Region 4-Roofing and Weatherproofing
Prodigy Building Solutions, LLC	MI-R5-GC-041025-PBS	Region 5-General Construction
Prodigy Building Solutions, LLC	MI-R5-RW-041025-PBS	Region 5-Roofing and Weatherproofing
The Brewer-Garrett Company	MI-R1-HVAC-041025-TBG	Region 1-Mechanical/HVAC
The Brewer-Garrett Company	MI-R2-HVAC-041025-TBG	Region 2-Mechanical/HVAC
The Brewer-Garrett Company	MI-R3-HVAC-041025-TBG	Region 3-Mechanical/HVAC
The Brewer-Garrett Company	MI-R4-HVAC-041025-TBG	Region 4-Mechanical/HVAC
The Brewer-Garrett Company	MI-R5-HVAC-041025-TBG	Region 5-Mechanical/HVAC
IDIQ CONTRACT EXTENSIONS		
Company Name	**Contract Number**	
Brown and Root Industrial Services, LLC	MO-R1-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R2-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R3-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R4-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R5-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R6-GC01-051222-BRI	
Brown and Root Industrial Services, LLC	MO-R7-GC01-051222-BRI	
JE Novack Construction	MO-R5-GC03-051222-JNC	
Julius Kaaz Construction Company, Inc.	MO-R1-GC04-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R1-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R2-GC04-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R2-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R3-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R3-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R4-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R4-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R5-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R5-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R6-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R6-P01-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R7-GC05-051222-JKC	
Julius Kaaz Construction Company, Inc.	MO-R7-P01-051222-JKC	
MTS Contracting, Inc.	MO-R1-GC02-051222-MTS	
MTS Contracting, Inc.	MO-R2-GC02-051222-MTS	
MTS Contracting, Inc.	MO-R3-GC04-051222-MTS	
MTS Contracting, Inc.	MO-R4-GC03-051222-MTS	
MTS Contracting, Inc.	MO-R6-GC03-051222-MTS	
MTS Contracting, Inc.	MO-R7-GC03-051222-MTS	
Queen City Roofing & Contracting Co	MO-R6-R02-051222-QCR	
Queen City Roofing & Contracting Co	MO-R7-R02-051222-QCR	
Reynolds Construction Company, Inc.	MO-R1-GC03-051222-RCC	
Reynolds Construction Company, Inc.	MO-R1-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R2-GC03-051222-RCC	
Reynolds Construction Company, Inc.	MO-R2-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R3-GC06-051222-RCC	
Reynolds Construction Company, Inc.	MO-R3-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R4-GC04-051222-RCC	
Reynolds Construction Company, Inc.	MO-R4-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R5-GC04-051222-RCC	
Reynolds Construction Company, Inc.	MO-R5-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R6-GC04-051222-RCC	
Reynolds Construction Company, Inc.	MO-R6-R01-051222-RCC	
Reynolds Construction Company, Inc.	MO-R7-GC04-051222-RCC	
Reynolds Construction Company, Inc.	MO-R7-R01-051222-RCC	
The Wilson Group	MO-R3-GC03-051222-TWG	
The Wilson Group	MO-R4-GC02-051222-TWG	
The Wilson Group	MO-R5-GC02-051222-TWG	

APPENDIX A Continued

The Wilson Group	MO-R6-GC02-051222-TWG	
The Wilson Group	MO-R7-GC02-051222-TWG	
Vazquez Commercial Contracting, LLC	MO-R3-GC02-051222-VCC	
Vazquez Commercial Contracting, LLC	MO-R3-HVAC01-051222-VCC	
Anderson Brothers	MN-R3-PAV-040622-ABC	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Hy-Tec Construction	MN-R3-GC-040622-HTC	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
McDowall Company	MN-R5-R-040622-MDC	
McDowall Company	MN-R7-R-040622-MDC	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc	MN-R2-PAV-040622-NCD	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	

APPENDIX A Continued

The Jamar Company	MN-R2-R-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
Solid Rock Construction	MN-R6-GC-040622-SRC	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R3-PLUM-040622-JMR	
The Jamar Company	MN-R3-R-040622-JMR	
The Jamar Company	MN-R4-R-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	

Samsara #102924-SAM

Pricing for contract #102924-SAM offers Sourcewell participating agencies the following discounts:

- Samsara has submitted preferred pricing for all public sector accounts within the Sourcewell member pool.
- Additional discounts may be offered based on factors such as purchase volume, payment terms, and strategic importance.
- Samsara is committed to delivering competitive pricing to all Sourcewell members.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2025

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
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

121911378--GAUWC-25-26 GA GAW

CONTACT NAME: Myream Munoz
PHONE (A/C, No, Ext): 408 467 5651 **FAX (A/C, No):**
E-MAIL ADDRESS: myream.munoz@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company Of America	25674
INSURER B : The Charter Oak Fire Insurance Company	25615
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Samsara Inc.
1 De Haro
San Francisco, CA 94107

COVERAGES **CERTIFICATE NUMBER:** SEA-003911386-13 **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**	Y	Y	H22J-630-1J668971-TIL-25	12/15/2025	12/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	HJCAP-5X467448-25	12/15/2025	12/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	UB-0X357560-25-I3-H	12/15/2025	12/15/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Boynton Beach, it's officers, employees and agents are included as additional insured where required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
100 E Ocean Ave
Boynton Beach, FL 33425

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

Marsh Risk & Insurance Services

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-067- Approving Task Order No. GESPW-2K-02-25 with Keith and Associates, Inc. for the Federal Highway (US-1) Streetscape Improvements project (TR2613) in the amount not to exceed $395,950.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-067.

Explanation of Request:

As part of the Fiscal Year 2026 Capital Improvement Plan (CIP), the City approved funding for Project TR2613 - Federal Highway (US-1) Streetscape Improvements in the amount of $450,000 under CIP Fund 302. The Public Works Department is seeking approval to proceed with the project by awarding a Task Order to Keith and Associates, Inc., (Task Order GESPW-2K-02-25) in the amount of $395,950. The project encompasses the streetscape improvement design and provides landscape architecture services for the entire Federal Highway corridor within city limits.

This purchase is being procured through the City's Continuing Services Contract (GES Contract) for engineering and design services. In accordance with the requirements of the Competitive Consultants Negotiation Act (CCNA), the City maintains a rotating list of qualified firms across multiple disciplines. Keith and Associates, Inc. is the next firm on the rotation list. Staff has reviewed the submitted consulting service agreement and determined that it is fair, competitive, and reasonable pursuant to section 287.055, Florida Statutes.

The project includes the following:

- Site Audit: A comprehensive review of current conditions, including potential curb cuts.
- Hardscape: Replacing brick pavers with concrete sidewalks and integrated tree grates.
- Landscaping: Evaluation of existing trees and the addition of street and median plantings compliant with City and FDOT standards.
- Infrastructure: New potable water irrigation for street trees and transit-coordinated bus stop enhancements.
- Lighting: A full photometric evaluation to identify and recommend areas for supplemental safety lighting, and new decorative streetlights

How will this affect city programs or services? This streetscape improvement will provide

wider sidewalks, street trees, and improved street lighting to make travel safer for pedestrians and motorists.

Budgeted Item: Yes

Account Line Item and Description: Federal Highway Streetscape Improvement Project No. (TR2613), Account no. 302-4905-541.63-08.

Fiscal Impact: This project is funded in the CIP FY 2025-2026, a total of $450,000, which will be reimbursed by CRA.

Attachments:
R26-067 Agenda_Item__4495-2026_Resolution_for_Keith___Associates_Task_Order.docx
Exhibit A to Resolution - signed Task Order Form_-_Consultant_-KEITH 4.8.2026.pdf
Exhibit A to Task Order _ Federal Hwy Streetscape Improvement - City Of Boynton Beach
R24-291 - Keith - Executed Contract.pdf

RESOLUTION NO. R26-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TASK ORDER NO. GESPW-2K-02-25 WITH KEITH AND ASSOCIATES, INC., FOR THE FEDERAL HIGHWAY (US-1) STREETSCAPE IMPROVEMENTS PROJECT (TR26XX1) IN THE AMOUNT NOT TO EXCEED $395,950; AND FOR ALL OTHER PURPOSES.

WHEREAS, as a result of Request for Qualifications ("RFQ") No. CW24-001 for General Engineering Consulting Services, the City selected Keith and Associates, Inc., ("Consultant") and entered into an Agreement for General Engineering Consulting Services for Scope Category J Civil Land Development Services and Scope Category K Recreation and Parks, approved by Resolution No. R24-291 on November 19, 2024; and

WHEREAS, as part of the Fiscal Year 2026 Capital Improvement Plan ("CIP"), the City approved funding for Project TR26XX1- Federal Highway (US-1) Streetscape Improvements in the amount of $450,000 under CIP Fund 302. The Public Works Department is seeking approval to proceed with the project by awarding Task Order GESPW-2K-02-25 to Keith and Associates, Inc., in the amount of $395,950. The project encompasses the streetscape improvement design and provides landscape architecture services for the entire Federal Highway corridor within city limits; 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 Task Order No. GESPW-2K-02-25 with Keith and Associates, Inc., for the Federal Highway (US-1) Streetscape Improvements project (TR26XX1) in the amount not to exceed $395,950.

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 Task Order No. GESPW-2K-02-25 with Keith and Associates, Inc., for the Federal Highway (US-1) Streetscape Improvements project (TR26XX1) in the amount not to exceed $395,950 (the "Task Order"), 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 Task Order. 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 Task Order as a public record of the City. A copy of the fully executed Task Order shall be provided to Jae Eun Kim to forward to the Consultant.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-067

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. GESPW-2K-02-25

Consultant: **Keith & Associates, Inc. dba KEITH.**

1. **Task/Project**. Federal Highway Improvement Project – Task Order GESPW-2K-02-2025

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit A.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed $395,950.00, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit A.**
The payment schedule (based on deliverables) is attached as **Exhibit A.**

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated November 19, 2024, by and between the City of Boynton Beach and Keith & Associates, Inc. dba KEITH. ("Consultant"), Contract No. CW24-001.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed *(Task Order Form and Purchase Order)***.

☒ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:
Keith and Associates, Inc. dba KEITH

Signed by:
By: Alex Lazowick
11E9409CAA9B488...

Print Name: Alex Lazowick

Date: April 8, 20 26

CITY OF BOYNTON BEACH:

By: _____
Rebecca Shelton, Mayor

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

KEITH
Engineering Inspired Design.

EXHIBIT A

WORK AUTHORIZATION PURSUANT TO THE GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND KEITH AND ASSOCIATES, INC. (KEITH)

April 8, 2026

WORK AUTHORIZATION NO. 03

PURCHASE ORDER NO. (City No. TBD) PROJECT NO.13988.03 (KEITH)

PROJECT NAME: Federal Highway Streetscape Improvement Project

This project specific agreement is pursuant to the General Engineering Consulting Services Agreement between the City of Boynton Beach and Keith and Associates, Inc. (KEITH) entered into on 10/18/2024.

PROJECT

The City of Boynton Beach (CITY) has requested that KEITH (CONSULTANT) provide: Landscape Architecture services related to the beautification of the Federal Highway Corridor through the City of Boynton Beach. The full length of Federal Highway through the City Limits of Boynton Beach is included in the following scope of work and will be delivered in three (3) Design Phases:

Design Phase 1 - Central (1.1 miles from Martin Luther King Jr Blvd to SE 8th Avenue)
Design Phase 2 – South (2.1 miles from SE 8th Avenue to the Southern City Limits)
Design Phase 3 – North (1.25 miles from Martin Luther King Jr Blvd to the Northern City Limits)

Design Phases 2 and 3 will begin following the approval of Design Phase 1 Preliminary (30%) Plans. The approved Phase 1 Plans will be referenced as the standard for Design Phases 2 and 3. Additional information shown in graphic format on the following page.

The project includes the following:

- Site Audit – Evaluation of existing conditions / including review for potential curb cuts
- Hardscape Improvements
  - Removal of brick pavers along the sidewalks
  - Addition of concrete sidewalk with tree grates within the Pedestrian Zone.
- Bus Stop Improvements and/or relocations; coordinated with Palm Tran.
- Landscape – in compliance with City and FDOT standards
  - Street Trees
  - Median Landscaping
    (as needed to supplement work already underway by the City)
- Irrigation – Design / Connection to Potable Source for right of way / Street Trees
  (median irrigation design not included. No turf irrigation anticipated.)
- Lighting
  - Replacement of existing street lighting with FPL decorative street lighting – coordinated with FPL

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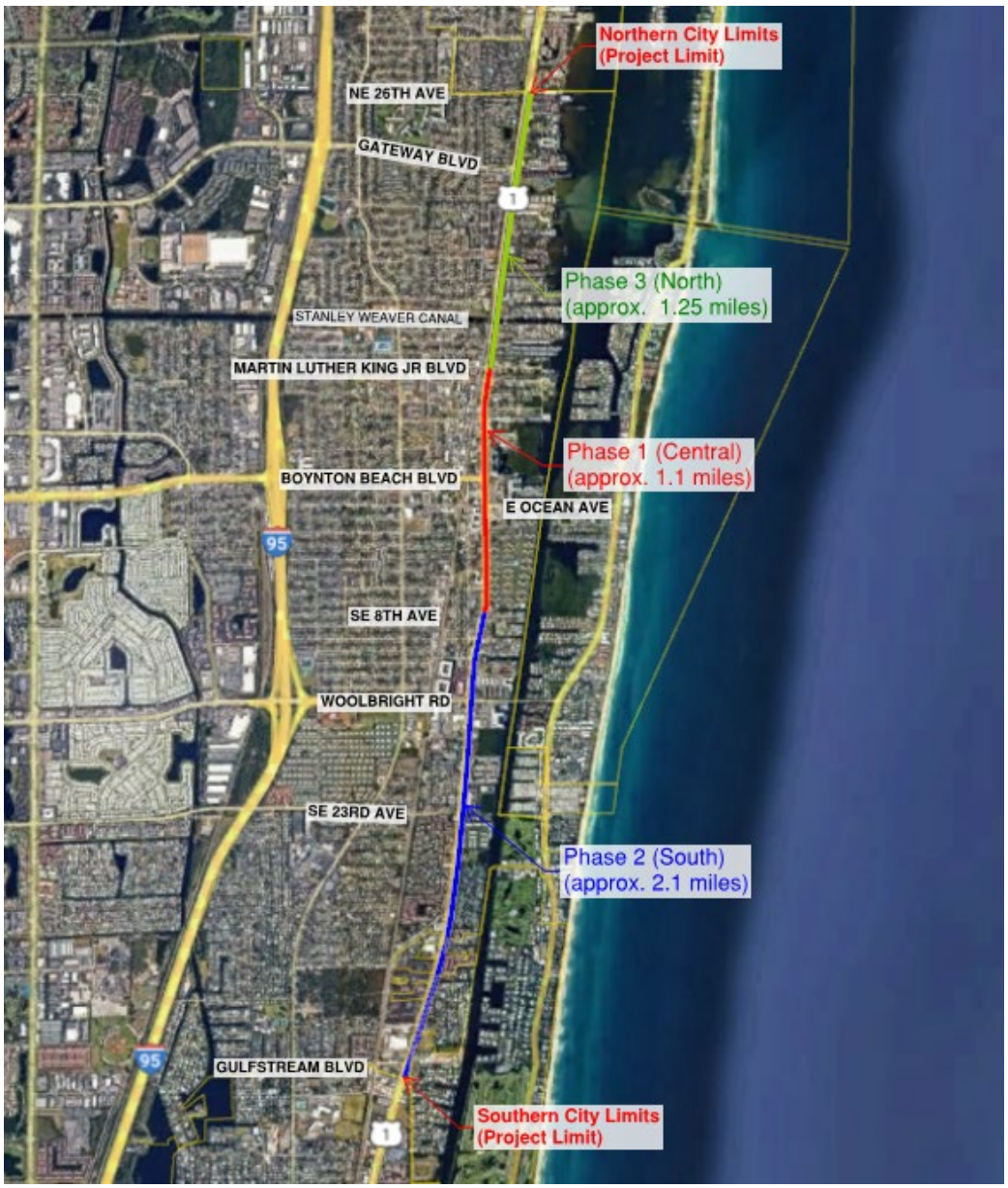
The below items are excluded from this scope of work; however may be considered by the CITY for future addition by contract addendum:

- *Civil Engineering Design Plans and Permitting of curb modifications / curb cuts*

The scope of work is described in detail on the following pages. For this project, the CONSULTANT has included Precision Technical MEP for Lighting Assessment Services.

Plans will be prepared in accordance with the City of Boynton Beach landscape ordinance and streetscape design / Pedestrian Zone (PZ) requirements, as well as the Florida Department of Transportation (FDOT) 2026 Design Manual.

Location Map



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PROJECT SCOPE
CONSULTANT will provide the below services to assist the CITY and Project Team.

☒ Survey
☐ ALTA/NSPS
☒ Topography
☐ Boundary
☒ Tree
☐ Sketch and Description
☐ Construction Layout
☐ Construction As-Built
☒ Other: Specific Purpose Right of Way

☒ SUE
☒ Horizontal Designation
☐ Location Services
☒ Utility Mapping
☐ Records Research
☐ Other_____

☐ Planning Services
☐ Due Diligence
☐ Platting
☐ Rezoning
☐ Conditional Use Permit
☐ Right of Way Vacation
☐ Site Plan Processing and Coordination
☐ Site Plan / Project Coordination
☐ Other_____

☐ Civil Engineering Services
☐ Paving, Grading and Drainage
☐ Water Distribution and Sanitary Sewer
☐ Erosion Control Plan
☐ Other_____

☐ Transportation Engineering Services
☐ Major Roadway
☐ Minor Roadway
☐ Drainage
☐ Maintenance of Traffic Plans
☐ Quality Control
☐ Other_____

☒ Lighting Design Services (by Subconsultant)
☐Photometric Evaluation
☒Lighting Design
☐ Other_____

☒ Landscape Architecture Services
☒ Due Diligence / Site Audit
☒ Hardscape and Paving
☒ Fine Grading
☒ Landscape
☒ Irrigation
☐ Pools or Water Features
☐ Specialty Features
☐ Tree Inventory & Analysis
☐ Amenity Deck(s)
☐ Other_____

☒ Construction/Program Management Services
☒ Permitting
☒ Bidding Assistance
☐ Building Permit Coordination
☒ Construction Observation
☐ Construction Certification
☐ Other_____

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DESCRIPTION OF SERVICES AND DELIVERABLES

MEETINGS AND COORDINATION

Task 001 CITY Meetings & Meetings with Government Agencies / Permit Authorities
CONSULTANT will prepare for and attend all team meetings on an as needed basis for the duration of the project. CONSULTANT will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines. Meetings are anticipated to include both virtual and in-person meetings.

For all applicable meetings CONSULTANT will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CITY these meeting minutes will only serve to capture the items directly responsible for the CONSULTANT team and the interaction with agencies and/or the CITY.

Task 002 Public Outreach Meetings
CONSULTANT will assist the CITY with the presentation and public outreach process for the communication of the project design and program. The general process will be as follows. CONSULTANT will develop all supporting materials for the presentations. It is intended that each meeting will consist of preparation as well as minor review or preliminary meetings prior to the actual meeting. CONSULTANT will present at each public meeting.

1. Preliminary project meeting with City Staff and Advisory Board Members
2. Public Meeting #1 – Intended to be a presentation of the partial conceptual design (including precedent imagery) for sharing information / gathering community input or feedback.
3. Follow-up meeting with City Staff and Advisory Board Members
4. Public Meeting #2 – Progress report to City Commission
5. Submit Findings of all public meetings to City Staff and Advisory Board

SURVEY SERVICES

Survey Limit (shown below in graphic format) – Federal Hwy (Full Street ROW + approx. 15' to each side, where applicable and not including the land within the FEC Railroad Right of Way) from the south side of the Stanley Weaver Canal Bridge (N Road), extending north to the Northern City Limits of Boynton Beach.

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Task 101 Specific Purpose Survey

CONSULTANT will prepare a Specific Purpose Survey of the site to depict the Right of Way lines, surface improvements, and trees for Streetscape and Landscape improvements.

The Survey will show the apparent Right of Way lines, based on limited field verification, together with surface improvements such as roadways, pavement, sidewalks, traffic striping, immediately adjoining walls, fences, surface utility features, etc.

Trees greater than 3" diameter at breast height (dbh) will be located and noted by common name and trunk diameter. These will be shown on a tree table for verification by our in-house arborist. Hedge line perimeters will be shown.

Storm and Sanitary structures will be located by surface feature. Pipe invert elevation, diameter, material, and direction are not included in this proposal.

Overhead facilities will be shown, wire heights are not included.

Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88).

Elevations will be shown at an interval of approximately 100 feet at the back of curbing, sidewalks and landscaped areas. The intent of this survey is to provide a base map for landscaping design. This is not a Digital Terrain Model (DTM).

Survey Deliverables will consist of AutoCAD Civil 3d dwg file and Signed/Sealed pdf format sheets.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

SUE Limit – Federal Hwy (Full Street ROW + approx. 15' to each side, where applicable and not including the land within the FEC Railroad Right of Way) from the south side of the Stanley Weaver Canal Bridge (N Road), extending north to the Northern City Limits of Boynton Beach.

CONSULTANT will follow ASCE Standard 38-22 – "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" during the field and office operations for this project. The quality levels discussed below are defined within the standard. CONSULTANT is to provide professional services associated with designation, and mapping of existing subsurface utilities. CONSULTANT will designate all known tone able and non-tone able utilities along Federal Hwy from centerline of N Road to Gateway Marina Entrance (8250 S Federal Hwy). Gravity systems, service laterals, irrigation are not included in this investigation.

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Task 201 Horizontal Designation Services
CONSULTANT will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CITY). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, unless specifically requested by the CITY and included in the scope of services.

Task 202 Utility Mapping
CONSULTANT will perform surveying services to collect the surface markings completed in Task 201 that mark the underground utilities. Survey of said markings will be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations will be delivered in a geo-referenced (NAD83/11) AutoCAD file.

LANDSCAPE ARCHITECTURE SERVICES

Task 700A Due Diligence / Site Audit – Design Phase 1 - Central
Task 700B Due Diligence / Site Audit – Design Phase 2 - South
Task 700C Due Diligence / Site Audit – Design Phase 3 – North
CONSULTANT will perform a field inventory / evaluation of the existing conditions along the length of Federal Hwy. This task will review existing conditions along the length of the project area. Through this task, CONSULTANT will identify problematic areas along Federal Highway where large open frontages could be improved by reduction in width and/or number of existing curb cuts. The goal of identifying these areas is to provide better and safer pedestrian pathways within the right of way. Curb modifications within these area may also benefit the project by providing opportunity for a more cohesive streetscape experience throughout the City.

Deliverables

1. CONSULTANT will develop Site Inventory Report / Audit Drawings with photo documentation and analysis of existing conditions (including curb conditions) and opportunities for improvement.

NOTE: Design Plans related to curb modifications / curb cuts is currently not included in this scope of work; however may be added as a contract addendum if requested by the City following delivery and review of the Site Audit Task.

Task 701A Preliminary Landscape / Schematic Design (SD) – Design Phase 1 - Central
Task 701B Preliminary Landscape / Schematic Design (SD) – Design Phase 2 - South
Task 701C Preliminary Landscape / Schematic Design (SD) – Design Phase 3 – North
CONSULTANT will prepare for the approval of the CITY the schematic design documents (30% Design Plans). The purpose of this task is to work collaboratively with the design team to finalize the optimum arrangement of program and site design elements. These drawings will be in sufficient detail for submittal to the City review agency and will consist of drawings, plans, sections and other information to describe the nature, quality and scope of site elements of the project.

Design will take into consideration any existing or proposed FDOT and Developer projects within and adjacent to the project limits. CITY to provide information and background files as required for coordination regarding adjacent conditions.

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Deliverables

1. CONSULTANT will develop conceptual design sketches to communicate the overall landscape design concept for CITY review and discussion. Conceptual plans will be preliminary in nature and are not intended to be construction documents. They will be presented in a draft and final presentation allowing input and development of the ideas.
   a) Illustrative Plan
   b) Character Imagery
   c) *3D Perspective Renderings are not included in this task, but can be added if requested by the CITY and included as additional services.*
2. Schematic Design (30% Design Plans)
   a) Hardscape Plan – Material type and layout
   b) Landscape Plan – Specification, quantity, layout, calculations, notes and details.
   c) Irrigation Statement – Narrative of minimum requirements for irrigation.
   d) Opinion of Probably Cost

NOTE: This task includes one (1) drawing revision with corresponding comment response letters with the intent of obtaining city approval. If additional revisions are required as a result of additional (new) CITY comments or change in design direction, a contract addendum will be submitted to the CITY.

NOTE: Tree Inventory and Analysis by Certified Arborist (including Tree Disposition Plans, Existing Tree Data Table and mitigation calculations) is excluded from this scope of work. It is anticipated that all vegetation within the right of way (not including the median) will be removed and covered by a general note stating such on the Landscape Plans. For newly developed or upcoming development parcels adjacent to the right of way, the CITY will provide direction regarding any trees or palms to remain. If determined that Tree Inventory and Analysis is required for site plan review, permitting or tree removals, a contract addendum will be submitted to the CITY at that time.

Task 702A Final Landscape / Construction Documents (CD) – Design Phase 1 - Central
Task 702B Final Landscape / Construction Documents (CD) – Design Phase 2 - South
Task 702C Final Landscape / Construction Documents (CD) – Design Phase 3 - North

Based on the approved Schematic Design, CONSULTANT will develop the construction documents in coordination with the CITY. The drawings will be developed in a 60% and 90% progress submittal for review and coordination, as well as a final for Permit or 100% Construction Documentation.

Deliverables

1. Construction Documents (60%, 90% and Final Construction Documents)
   a) Hardscape & Layout Plan – Material type and layout.
   b) Hardscape Details – General details and section/elevations for character and project understanding - *All structural engineering by others and not included in this proposal*.
   c) Landscape Plan and Details – Specific elements, specification, quantity, layout, notes and details.
   d) Tree Disposition Plan (per task 702) – Updated as required.
   e) Irrigation Plans and Details – Point of connection, meters and backflow preventors, head layout, piping, equipment schedule and details. *It is anticipated that all proposed street trees and landscape areas within the right of way and pedestrian zone scope of work will receive new irrigation with connection to a potable water source; CITY to provide source.*
      Note: Irrigation improvements within the medians have already been completed and are not included in this scope of work.
   f) Site Furniture – Furniture layouts and specifications / cut sheets
   g) Opinion of Probably Cost

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h) Specifications – For above referenced design elements (specifications will be included in the plan sheets)

NOTE: This task includes one (1) drawing revision (after the release of 100% Construction Drawings) in response to City comments. If additional revisions are required as a result of CITY and/or Design Team changes, a contract addendum will be submitted to the CITY.

Irrigation to consist primarily of Street Trees and minimal shrub areas (at key intersections). No turf irrigation anticipated.

NOTE: Tree Inventory and Analysis by Certified Arborist (including Tree Disposition Plans, Existing Tree Data Table and mitigation calculations) is excluded from this scope of work. It is anticipated that all vegetation within the right of way (not including the median) will be removed and covered by a general note stating such on the Landscape Plans. For newly developed or upcoming development parcels adjacent to the right of way, the CITY will provide direction regarding any trees to remain. If determined that Tree Inventory and Analysis is required for site plan review, permitting or tree removals, a contract addendum will be submitted to the CITY.

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POST DESIGN SERVICES

Note: Detailed scope and fee will be determined after the design is completed for each design phase.

Task 703A Landscape Permitting – Design Phase 1 – Central
Task 703B Landscape Permitting – Design Phase 2 - South
Task 703C Landscape Permitting – Design Phase 3 – North
CONSULTANT will apply for and coordinate the FDOT Landscape Permit and Maintenance Agreement (MMOA). As a part of this task CONSULTANT will allow up to two (2) drawing revisions in response to agency comments.

This task also includes the Right of Way Permit with the City of Boynton Beach.

Required Permits

- Florida Department of Transportation – FDOT Landscape Permit and Maintenance Agreement
- City of Boynton Beach ROW Permit

NOTE: Other landscape specific permits are not anticipated and are NOT included in this task. If additional permits are required a contract addendum will be submitted to the CITY.

NOTE: Each phase will be permitted separately to allow for permit approvals and permit close-out per phase.

Note: Detailed scope and fee will be determined after the design is completed for each design phase.

Task 800A Bidding Assistance – Construction Phase 1
Task 800B Bidding Assistance – Construction Phase 2
Task 800C Bidding Assistance – Construction Phase 3
CONSULTANT will provide bidding assistance to the CITY by developing a bid sheet based on the permit drawings. CONSULTANT will also develop a Bid Set of drawings that can be utilized to solicit potential bidders for the project. CONSULTANT will assist in facilitating a pre-bid meeting to answer questions and create clarifications to the bidding relative to the construction documents and intended project. Based on the bid data received CONSULTANT will develop a comparison table and assist the CITY in reviewing the bid submittals.

CONSTRUCTION ADMINISTRATION SERVICES

Note: Detailed scope and fee will be determined after the design is completed for each design phase.

Task 801A Construction Observation – Construction Phase 1
Task 801B Construction Observation – Construction Phase 2
Task 801C Construction Observation – Construction Phase 3

Construction Observation
CONSULTANT will provide construction services to ensure the integrity of the design intent and certify to the CITY and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees. Services included are described as follows and are anticipated to take place in the time frame indicated in the “SCHEDULE” for CONSTRUCTION ADMINISTRATION SERVICES below.

Shop Drawing Reviews
CONSULTANT will review shop drawings, samples, product data and plant photos, which the selected contractor is required to submit for review. This review will only be for conformance with the

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design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. CONSULTANT will also determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation
CONSULTANT will visit the Project at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work.

CONSULTANT will coordinate and attend one (1) Pre-construction Meeting. If required by the CITY, CONSULTANT will attend or participate in CITY scheduled coordination and progress meetings or telephone conferences.

The Contractor will coordinate through CONSULTANT the scheduling of testing. CONSULTANT will represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

CONSULTANT will provide additional construction observations at the request of the CITY / Permit agencies due to unforeseen conditions or other circumstances.

Additional construction observation services, re-tests and failed inspections, will be invoiced on a time and material basis in accordance with CONSULTANT Professional Service Fee schedule (attached).

Issue Clarifications
CONSULTANT will issue all instructions and revisions of the CITY to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CITY and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference Calls
CONSULTANT will attend and/or participate in periodic project meetings and conference calls as requested by the CITY and CITY. CONSULTANT will review requests for information prepared by the Contractor and respond accordingly to all parties. CONSULTANT will prepare drawings supplemental information needed to address the contractor's request for information.

Final Inspections
CONSULTANT will participate with the CITY's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of any defective or deficient items.

CONSULTANT will participate in a final inspection together with CITY and contractor representatives to verify "Punch List" items are complete, and in substantial conformance to the permitted plans.

Additional inspections due to non-compliant Punch List item, may impact schedule and will require additional fees.

MOT / Traffic Control Plans are not included in the above scope of work, and are anticipated to be provided by the contractor. If required, CONSULTANT can provided these services.

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SUBCONSULTANT SERVICES (Provided by Precision Technical MEP)

Area of work:
Federal Hwy (US Highway 1) from NE 26th Avenue, south to Gulfstream Blvd.

- Design Phase 1 - Central (Approx. 1.1 miles, US1, from MLK Blvd to SE 8th Ave.)
- Design Phase 2 - South (Approx. 2.1 miles, US1, from SE 8th Ave. to Gulfstream Blvd)
- Design Phase 3 - North (Approx. 1.25 miles, US1, from NE 26th Ave. to MLK Blvd)

Task 901A Lighting Design Plans – Design Phase 1 - Central
Task 901B Lighting Design Plans – Design Phase 2 - South
Task 901C Lighting Design Plans – Design Phase 3 – North

CONSULTANT will provide the following:

1. One-two site evaluations to coordinate power connections with FPL and existing municipal power connections.
2. Up to three coordination meetings with FPL for design coordination.
3. Design Photometric Drawings (in coordination with KEITH Team) to include illumination values (in foot-candles) which will be provided with the new lighting installation.
4. Design Drawings to facilitate power connection with FPL and municipal systems.
   a) Wire sizing
   b) Voltage drop calculations
   c) Electrical load calculations
   d) Lighting trespass (spill-over) values
   e) Electrical Conduit design drawings
   f) Electrical Conduit sizing
   g) Coordination with FPL for future use conduit sleeves

Exclusions:
1. Stationing / station marks at pole locations
2. Fixture locates / surveying
3. Circuit testing
4. Circuit tracing
5. Structural Engineering or evaluation of structural integrity
6. Voltage drop calculations
7. Existing infrastructure integrity analysis

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CITY'S RESPONSIBILITY

The CITY shall assist CONSULTANT with the following items to expedite the completion of the project in an effective manner.

A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
B. Provide access to and obtain permission for CONSULTANT to enter upon public lands as required at no additional cost to perform observations or other necessary services under this Agreement.
C. Make available to CONSULTANT all existing information which may in any way be pertinent to the project.
D. Assist in contacting all permitting agencies to facilitate expediting reviews and/or approvals.
E. Provide survey for areas not included in Task 101.
F. Provide utility information, including as-built plans. Note – CONSULTANT recommends gathering current sue (underground utilities) data prior to construction to avoid potential field conflicts with demolition or planting activities.
G. Provide water source for irrigation use.
H. Provide information regarding recent, ongoing and upcoming development projects adjacent to Federal Highway for coordination of Streetscape Design and Existing Trees.

ADDITIONAL SERVICES

CONSULTANT shall not perform any additional services without the written consent of the CITY. Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the CITY as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.

OWNERSHIP AND USE OF DOCUMENTS

Upon completion of any project / Task Order and final payment to CONSULTANT, all documents, drawings, specifications, and other materials produced by the CONSULTANT in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk and without liability to CONSULTANT and CONSULTANT's sub-consultants.

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PROJECT SCHEDULE

Subsequent to the issuance of a Purchase Order from the CITY, CONSULTANT shall commence work on the project. We anticipate commencing work within 10 business days from notice to proceed, completing the prescribed within 1 year.

Table 1 Schedule Estimate of General Engineering Consulting Services

TASK	DURATION
DESIGN PHASE 1 - CENTRAL	
Task 001 – CITY Meetings & Meetings with Government Agencies	As Needed
Task 002 – Public Outreach	4 Meetings*
Task 101 – Specific Purpose Survey (partial)	8-10 Weeks
Task 201 – Horizontal Designation Services (partial)	4-6 Weeks
Task 202 – Utility Mapping (partial)	4-6 Weeks
Task 700A – Due Diligence / Site Audit – Design Phase 1	6 Weeks
Task 701A – Preliminary Landscape / Schematic Design (SD) – Design Phase 1	2-3 Months**
Task 702A – Final Landscape / Construction Documents (CD) – Design Phase 1	2-3 Months**
Task 901A – Lighting Design Plans – Design Phase 1	With Task 701A
DESIGN PHASE 2 - SOUTH	
Task 700B – Due Diligence / Site Audit – Design Phase 2	8 Weeks
Task 701B – Preliminary Landscape / Schematic Design (SD) – Design Phase 2	4-5 Months**
Task 702B – Final Landscape / Construction Documents (CD) – Design Phase 2	4-5 Months**
Task 901B – Lighting Design Plans – Design Phase 2	With Task 701B**
DESIGN PHASE 3 - NORTH	
Task 700C – Due Diligence / Site Audit – Design Phase 3	With Task 701C
Task 701C – Preliminary Landscape / Schematic Design (SD) – Design Phase 3	4-5 Months**
Task 702C – Final Landscape / Construction Documents (CD) – Design Phase 3	4-5 Months**
Task 901C – Lighting Design Plans – Design Phase 3	With Task 701C**

Schedule Notes:

* *2 CITY meetings, and 2 Public Meetings*

** *Duration noted above includes review periods & coordination with the City. Phases 2 and 3 will run concurrently through the design phase following approval of the Preliminary Plans for Phase 1.*

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COMPENSATION

CONSULTANT shall invoice the CITY for services rendered under the General Engineering Consulting Services Agreement between the City of Boynton Beach and Keith and Associates, Inc. (KEITH) entered into on 10/18/2024.

Table 2 Budget Estimate of General Engineering Consulting Services

TASK	FEE
DESIGN PHASE 1 - CENTRAL	
Task 001A – CITY Meetings & Meetings with Government Agencies	$10,000.00 (Hourly/NTE)
Task 002 – Public Outreach	$15,200.00 (Lump Sum)
Task 101 – Specific Purpose Survey (Partial)	$41,920.00 (Lump Sum)
Task 201 – Horizontal Designation Services (Partial)	$37,150.00 (Lump Sum)
Task 202 – Utility Mapping (Partial)	$10,600.00 (Lump Sum)
Task 700A – Due Diligence / Site Audit – Design Phase 1	$10,160.00 (Lump Sum)
Task 701A – Preliminary Landscape / Schematic Design (SD) – Design Phase 1	$25,280.00 (Lump Sum)
Task 702A – Final Landscape / Construction Documents (CD) – Design Phase 1	$26,800.00 (Lump Sum)
Task 901A – Lighting Design Plans – Design Phase 1	$18,000.00 (Lump Sum)
SUBTOTAL – DESIGN PHASE 1 - CENTRAL	**$195,110.00**
DESIGN PHASE 2 - SOUTH	
Task 700B – Due Diligence / Site Audit – Design Phase 2	$17,100.00 (Lump Sum)
Task 701B – Preliminary Landscape / Schematic Design (SD) – Design Phase 2	$37,000.00 (Lump Sum)
Task 702B – Final Landscape / Construction Documents (CD) – Design Phase 2	$41,000.00 (Lump Sum)
Task 901B – Lighting Design Plans – Design Phase 2	$22,500.00 (Lump Sum)
SUBTOTAL - PHASE 2 - SOUTH	**$117,600.00**
DESIGN PHASE 3 - NORTH	
Task 700C – Due Diligence / Site Audit – Design Phase 3	$9,060.00 (Lump Sum)
Task 701C – Preliminary Landscape / Schematic Design (SD) – Design Phase 3	$20,500.00 (Lump Sum)
Task 702C – Final Landscape / Construction Documents (CD) – Design Phase 3	$24,520.00 (Lump Sum)
Task 901C – Lighting Design Plans – Design Phase 3	$19,160.00 (Lump Sum)
SUBTOTAL - PHASE 3 - NORTH	**$73,240.00**
TOTAL FEE	**$385,950.00**
DIRECT EXPENSES	$10,000.00
TOTAL COMPENSATION	**$395,950.00**

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"CITY":	CONSULTANT:
City of Boynton Beach	KEITH
By:_____	By: Signed by: Alex Lazowick 11E9409CAA9B488...
	ALEX LAZOWICK President / CEO

PROPOSAL FEES

Our Project/Proposal Number	13988.00 WO 3	Personnel and Hourly Rates													
Proposal Date	04.08.2026 (Rev6)														
Tasks		Project Manager	Senior Ladndscape Architect	Landscape Architect /Arborist	Landscape Designer	Senior Surveyor	Project Surveyor	Survey Analyst	Senior Subsurface Utility Engineer	Subsurface Utility Engieer	Field Crew Supervisor	Survey Crew	Survey Drone/LiDAR Crew	Utility Designation Crew	Task Subtotals
No.	Description	$200.00	$200.00	$180.00	$145.00	$200.00	$145.00	$120.00	$200.00	$180.00	$130.00	$180.00	$200.00	$180.00	
001A	CITY Meetings & Meetings with Government Agencies	20	30												$ 10,000.00
002	Public Outreach	20	20	40											$ 15,200.00
101	Specific Purpose Survey (Partial)					20	32	144			8	72	10		$ 41,920.00
201	Horizontal Designation Services (Partial)								10	20	35			150	$ 37,150.00
202	Utility Mapping (Partial)					2		10				50			$ 10,600.00
700A	Due Diligence / Site Audit - Design Phase 1	6		24	32										$ 10,160.00
700B	Due Diligence / Site Audit - Design Phase 2	6		40	60										$ 17,100.00
700C	Due Diligence / Site Audit - Design Phase 3	3		18	36										$ 9,060.00
701A	Preliminary Landscape / Schematic Design (SD) - Design Phase 1 - Central	12	24	36	80										$ 25,280.00
701B	Preliminary Landscape / Schematic Design (SD) - Design Phase 2 - South	12	32	60	120										$ 37,000.00
701C	Preliminary Landscape / Schematic Design (SD) - Design Phase 3 - North	12	20	30	60										$ 20,500.00
702A	Construction Documents (CD) – Final Landscape - Design Phase 1 - Central	16	24	40	80										$ 26,800.00
702B	Construction Documents (CD) – Final Landscape - Design Phase 2 - South	24	40	60	120										$ 41,000.00
702C	Construction Documents (CD) – Final Landscape - Design Phase 3 - North	14	24	36	72										$ 24,520.00
902A	Lighting Design Plans - Phase 1 - Central	32			80										$ 18,000.00
902B	Lighting Design Plans - Phase 2 - South	40			100										$ 22,500.00
902C	Lighting Design Plans - Phase 3 - North	32			88										$ 19,160.00
															$ -
Personnel Hours		249	214	384	928	22	32	154	10	20	43	122	10	150	$ 385,950.00
Personnel Cost		$ 49,800.00	$ 42,800.00	$ 69,120.00	$ 134,560.00	$ 4,400.00	$ 4,640.00	$ 18,480.00	$ 2,000.00	$ 3,600.00	$ 5,590.00	$ 21,960.00	$ 2,000.00	$ 27,000.00	

Personnel Subtotal	$ 385,950.00
Miscellaneous Expenses	$ -
Direct Expenses	$ 10,000.00
GRAND TOTAL	$ 395,950.00

Fee Schedule

Management
Project Executive $250.00
QA/QC Manager $200.00
Senior Project Manager $225.00
Project Manager $200.00
Senior Grant Coordinator $180.00
Grant Coordinator $165.00
Administrative Assistant $100.00

Engineering
Senior Engineer $200.00
Professional Engineer $180.00
Engineering Designer $145.00
Engineering Analyst.....$120.00

Planning
Senior Planner $200.00
Professional Planner $180.00
Planning Technician $145.00
Planning Analyst $120.00

Landscape Architecture
Senior Landscape Architect.....$200.00
Landscape Architect/Arborist.....$180.00
Landscape Designer.....$145.00
Landscape Analyst $120.00

Architecture
Senior Architect $200.00
Architect.....$180.00
Architect Designer $145.00
Architect Analyst.....$120.00

Utility Coordination
Senior Utility Coordinator..... $200.00
Utility Coordinator $180.00
Utility Coordinator Technician $145.00
Utility Coordinator Analyst $120.00

Survey
Senior Surveyor $200.00
Professional Surveyor $180.00
Project Surveyor $145.00
Survey Analyst..... $120.00

Subsurface Utility Engineering
Senior Subsurface Utility Engineer..... $200.00
Subsurface Utility Engineer $180.00
Subsurface Utility Technician $145.00
Subsurface Utility Analyst..... $120.00

Field Crew Rates
Field Crew Supervisor $130.00
Survey Crew $180.00
Survey Drone/LiDAR Crew..... $200.00
Utility Designating Crew $180.00
Vacuum Excavations ..... $500.00/Ea.

Construction Services
Senior Construction Manager..... $200.00
Construction Manager $180.00
Senior Inspector $150.00
Inspector $120.00

Geotechnical Engineering
Senior Engineer..... $180.00
Professional Engineer $140.00
Project Engineer $110.00
Geotechnical Field Technician $75.00
Site Layout..... $65.00

GEOTECHNICAL FIELD INVESTIGATION SERVICE FEE SCHEDULE

ITEM DESCRIPTION	UNITS	UNIT PRICE
SOIL TESTING		
Field Density Test (5 minimum)	Test	$26.00
Proctors	Test	$115.00
Florida Bearing Value Test	Test	$40.00
Limerock Bearing Ratio Test	Test	$310.50
Atterberg Limit	Test	$85.00
Carbonate Content Test	Test	$85.00
Organic Content Test	Test	$50.00
DOT Corrosivity	Test	$170.00
Soil Observation (On Site)	Hour	$58.00
Natural Sample Moisture Content	Test	$20.00
Unit Weight and Moisture Content (Undisturbed Sample)	Test	$50.00
CONCRETE & MASONRY MATERIALS		
Concrete Compression test (4 cylinders per trip minimum) *Prepare cylinders & slump test on site, and deliver to lab*	Set	$135.00
Additional Concrete cylinders	Cylinder	$22.50
Concrete Compression test only (delivered to lab)	Cylinder	$22.50
Slump test	Test	$12.00
Air Content Test	Test	$16.00
Stand-by	Hour	$58.00
Grout Prism (6 per set) Includes *preparation of Prism on site*	Set	$125.00
2" x 2" Mortar Cubes (6 per set) *Includes preparation of Cubes on site*	Set	$100.00
Additional Mortar cubes	Each	$20.00
Masonry Units: Compressive Strength	Unit	$100.00
Masonry Units: Absorption	Unit	$50.00
Concrete Cores (3 Minimum) Secure, Trim & Test	Core	$120.00
Concrete Cores (3 Minimum) Testing of core *(delivered to lab (inc. trim))*	Core	$50.00
Swiss Hammer Testing	Hour	$65.00
Windsor Probe Test (3 Shots Minimum)	Test	$135.00
Additional Windsor Probe Tests	Test	$85.00
AGGREGATE TESTING		
Grain size determination: Full grain size (8 sieves)	Test	$77.00
Grain size determination: Wash through (#200)	Test	$60.00
Sieve Analysis - Coarse Aggregate	Test	$77.00
Specific Gravity & Absorption of Fine or Coarse Aggregate	Test	$90.00
ASPHALT TESTING		
Asphalt Cores (obtaining core samples)	Each	$100.00
Asphalt Extraction and Gradation	Test	$250.00
Asphalt Density and Thickness	Test	$47.00
Marshall Stability (Incl density, flow and stability of 3 specimens) (50 blows)	Test	$130.00
Coring Machine plus Generator Rental	Trip	$300.00
Superpave Resolution Testing: Rice Testing	Each	$180.00
Superpave Resolution Testing: Gyratory Compaction, bulk specific gravity	Each	$210.00

INSPECTION SERVICES		
Concrete Inspection (on jobsite or plant)	Hour	$75.00
Pile Driving Inspection	Hour	$75.00
Pre-Stress Yard Inspection	Hour	$75.00
Steel Inspection	Hour	$75.00
Threshold Inspection	Hour	$93.00
Asphalt Inspection (Plant or Roadway)	Hour	$75.00
PDA (Pile Dynamic Testing Services)	Test	$2,500.00
Helical Pile Inspection	Hour	$75.00
Drill Shaft Logging / Inspection Services	Hour	$75.00
FIELD EXPLORATIONS		
Auger Borings	LF	$11.00
Hand Augers	LF	$11.00
Standard Penetration Tests - Truck Rig (0' - 50')	LF	$17.00
Standard Penetration Tests - Truck Rig (51' - 100')	LF	$19.50
Grout bore holes (0' - 50')	LF	$8.00
Grout bore holes (51' - 100')	LF	$12.00
Casing (0' - 50')	LF	$8.00
Casing (51' - 100')	LF	$9.00
Static Cone Penetration Test (0' -100')	LF	$14.00
Muck Probing (4 hour minimum)	Hour	$100.00
Mobilization of drilling equipment to project (Minimum Charge): 50-mile travel	Trip	$375.00
Mobilization of drilling equipment to project (Minimum Charge): 100-mile travel	Trip	$500.00
MISCELLANEOUS SERVICES		
Foundation Analysis and Recommendation	Staff Hours	TBD
Percolation test	Test	$325.00
Install Groundwater Monitoring Well, 25' Depth	LF	$50.00
Plug & Abandon Monitoring Well, 25' Depth	Hour	$150.00
Exfils (6’-10’)	Each	$450.00
Exfils (15’+)	Each	$550.00
Lakes Probes	Each	$200.00
DCP/HCP	Each	$180.00
DRI	Each	$750.00
Test Pits	Day	$3,000.00

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

Mark-up % Sub-Consultants Fee: ___0_____%

GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement"), is entered into between the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean** Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and **Keith and Associates, Inc. dba KEITH** a [type of entity: corporation] authorized to do business in the State of Florida, with a business address of **701 Northpoint Parkway, Suite 218 West Palm Beach, FL 33407** hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the CITY solicited proposals for a non-exclusive agreement to perform General Engineering Consulting Services, and

WHEREAS, the CITY issued a **Request for Qualification for General Engineering Consulting Services**; and

WHEREAS, RFQ No. CW24-001 defined Scope of Services for General Engineering Consulting Services; and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in RFQ No. CW24-001; and

WHEREAS, the CITY Commission on **July 16, 2024**, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the Request For Qualifications RFQ No. CW24-001; and

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

1. SERVICES AND RESPONSIBILITIES.

1.1 VENDOR hereby agrees to perform the General Engineering Consulting Services, by way of individual Task Orders, at the request of the CITY during the term of this Agreement as more particularly described in the **Request for Qualifications RFQ No. CW24-001 for General Engineering Consulting Services**, which is incorporated herein by reference.

The specific projects that may be assigned to the VENDOR are in conjunction with the specific ☒ box next to the Scope Category:

☐Scope Category A Water Plant Modifications, Capacity and Operations Evaluation
☐Scope Category B Infrastructure Improvements and Evaluations
☐Scope Category C Ancillary Studies and Services
☐Scope Category D Transportation Services
☐Scope Category E Architectural Services
☐Scope Category F Hydrogeological Services
☐Scope Category G Green Infrastructure, Sustainability, and Resiliency Services
☐Scope Category H Geotechnical Services
☒Scope Category J Civil Land Development Services
☒Scope Category K Recreation and Parks Services

1.2 The VENDOR agrees to perform work assigned by Task Order(s) (the "Services") under such terms as set forth in the Task Order(s). The Task Order Form is attached hereto as **Exhibit A**. The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.3 VENDOR shall furnish all services, labor, equipment, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all Services performed under this Agreement shall be done in a professional manner.

1.4 VENDOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.5 The relationship between CITY and VENDOR created hereunder and the services to be provided by VENDOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other VENDORS to perform the same or similar services performed by VENDOR hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to VENDOR while VENDOR is so engaged without first terminating such assignment. VENDOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by VENDOR hereunder.

1.6 The VENDOR is responsible for defects in its work and in the work of its Sub consultants'.

1.7 **PRELIMINARY SERVICES PHASE:** The VENDOR shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The VENDOR shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.7.1 During the preliminary services phase, the VENDOR shall advise the CITY, based on VENDOR'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; VENDOR to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the VENDOR'S findings and recommendations.

1.7.2 Preliminary design services to be performed by the VENDOR shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.7.3 VENDOR shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.7.4 Upon authorization of the CITY, the VENDOR will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report

on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.8 **BASIC SERVICES:** The VENDOR shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.9 **FINAL DESIGN SERVICES** shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits, and landfill permits.

1.9.1 The VENDOR based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule, or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems, and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The VENDOR shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.9.2 The VENDOR based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.9.3 The VENDOR shall assist the CITY in the preparation of the necessary proposal information and forms.

1.9.4 The VENDOR shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.9.5 The VENDOR shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.9.6 VENDOR shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked-up construction drawings to the VENDOR so that the VENDOR can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.9.7 Prior to final approval of the Construction Documents by the CITY, the VENDOR shall conduct a thorough review and quality control evaluation of the entire work product for compliance with the requirements of any local, state, or federal agency from which a permit or other approval is required. The VENDOR shall make sure that all necessary approvals have taken place.

1.9.8 Prior to each phased submittal, the VENDOR shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The VENDOR shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.9.9 The VENDOR shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The VENDOR shall comply with all of its governing laws, rules, regulations, codes, directives, and other applicable federal, state, and local requirements in preparation of the work.

1.10 The VENDOR shall provide the construction documents, technical specifications, and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.11 The VENDOR, following the CITY's approval of the Construction Documents and the latest estimate of probable Construction Cost, shall, when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals and assist in preparing contracts for construction.

1.11.1 The VENDOR shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.11.2 Any Opinion of the Construction Cost prepared by VENDOR represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since VENDOR has no control over market conditions, VENDOR does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the VENDOR or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the VENDOR renders the Final estimated probable Construction Cost of the Final Design Plans, the VENDOR shall not be responsible for any redesign without compensation, which shall be mutually agreed to by the parties hereto.

1.11.3 The VENDOR shall provide the CITY with a list of recommended prospective bidders.

1.11.4 The VENDOR shall attend all pre-proposal/per-bid conferences.

1.11.5 The VENDOR shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.11.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals, Request for Qualifications or Invitation to Bid (two-step bid process), VENDOR shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.11.7 If requested, VENDOR shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.12 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after

receiving a recommendation from the VENDOR. The VENDOR shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The VENDOR shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The VENDOR will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.12.1 The CITY shall maintain a record of all change orders, which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.12.2 If the VENDOR is not the Construction Manager for the construction, the CITY shall notify the VENDOR within three (3) business days of the discovery of any architectural/engineering error or omission so that the VENDOR can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.13 The VENDOR shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the VENDOR shall sign the schedule of values indicated in the belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.14 The VENDOR shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.19 "Resident Project Services" of this Agreement. The VENDOR observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the VENDOR will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the work completed. The VENDOR shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The VENDOR shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the work, nor shall the VENDOR be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The VENDOR shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the VENDOR shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the VENDOR will also represent to the CITY that to the best of its information and belief, based on what its observation has revealed, the work is in accordance with the Construction Documents. The VENDOR shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.15 The VENDOR shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings, and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.16 The VENDOR shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.17 The VENDOR shall review change orders prepared and submitted by the Contractor for the CITY'S approval. VENDOR shall not authorize any changes in the work or time, no matter how minor, without prior written approval by the CITY.

1.18 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by VENDOR, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by VENDOR that all releases of liens are satisfied, and written recommendation by VENDOR for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.19 **RESIDENT PROJECT SERVICES:** During the Construction progress of any work, the VENDOR will, if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the VENDOR. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but are not limited to the following:

a. Conducting all pre-construction conferences;
b. Conducting all necessary construction progress meetings;
c. Observation of the work in progress to the extent authorized by the CITY;
d. Receipt, review coordination, and disbursement of shop drawings and other submittals;
e. Maintenance and preparation of progress reports;
f. Field observation and verification of quantities of equipment and materials installed;
g. Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
h. Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project-related documents, and at the completion of each project, deliver all such records to the CITY;
i. Preparation, update, and distribution of a project budget with each project schedule;
j. Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
k. Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, and suppliers can jointly discuss such matters as procedures, progress, problems, and scheduling.
l. Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
m. Development and implementation of a system for the preparation, review, and processing of change orders;
n. Maintenance of a daily log of each project;
o. Recording the progress of each project, and submission of written monthly progress reports to the CITY, including information on the Contractors' work and the percentage of completion;
p. Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
q. Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the VENDOR or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided, however, that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the VENDOR. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods,

techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the work.

Although VENDOR shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), VENDOR shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by VENDOR'S employees or representatives. VENDOR shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of VENDOR. VENDOR shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors, or others at the project site ("Project Site") other than for VENDOR's employees, sub-consultants, and vendors.

1.20 ADDITIONAL SERVICES

1.20.1 When additional services are necessary, they shall be specified in the written Task Order. Examples of additional non-exclusive services are:

a. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with any particular project.

b. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by or to the CITY.

c. Services resulting from significant changes in the general scope, extent, or character of any particular project or its design, including but not limited to changes in size, complexity, the CITY's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the VENDOR'S control.

d. Providing renderings or models for the CITY's use.

e. Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.

f. Investigations and studies involving but not limited to, detailed considerations of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.

g. Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the VENDOR (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

h. Preparing to serve or serving as a VENDOR or witness for the CITY in any litigation, arbitration, or other legal or administrative proceeding.

i. Additional services in connection with a project not otherwise provided for in this Agreement.

j. Services in connection with a field order or change order requested by the CITY.

k. Providing artwork, models, or renderings as requested by the CITY.

1.21 When required by the Construction Contract documents in circumstances beyond the VENDOR'S control, and upon the CITY'S authorization, it will furnish the following additional services.

a. Services in connection with work changes necessitated by unforeseen conditions encountered during construction.

b. Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the VENDOR.

c. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the VENDOR or if the VENDOR fails to notify the Contractor of the deficient quality of their workmanship pursuant to VENDOR'S duties as described in the Contract Documents, the VENDOR's additional services shall be deemed part of Basic Services and compensated as such.

d. Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.

e. Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

f. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the VENDOR in which case such services shall be deemed Basic Services. Except when caused by a design error by the VENDOR, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.22 **CITY'S RESPONSIBILITIES**

1.22.1 The CITY shall do the following in a timely manner so as not to delay the services of the VENDOR:

1.22.2 Designate in writing a person or persons to act as the CITY's representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the VENDOR'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this Agreement based on the specific Task Orders from each of the Scope Categories.

1.22.3 Provide all criteria and full information as to the CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.22.4 Assist the VENDOR by providing, at the VENDOR's request, all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the project.

1.22.5 Furnish to the VENDOR, if required for the performance of VENDOR's services (except where otherwise furnished by the VENDOR as Additional Services), the following:

1.22.6 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspection of samples, materials, and equipment;

1.22.6.1 Appropriate professional interpretations of all of the foregoing;

1.22.6.2 Environmental assessment and impact statements;

1.22.6.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.22.6.4 Property descriptions;

1.22.6.5 Zoning, deed, and other land use restrictions;

1.22.6.6 Approval and permits required in the CITY's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the VENDOR; and

1.22.6.7 Arrange for access to make all provisions for the VENDOR to enter upon the CITY's property as required for the VENDOR to perform services under this Agreement.

1.22.6.8 Consistent with the professional standard of care and unless otherwise specifically provided herein, VENDOR shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.23 SEQUENCE OF EVENTS

1.23.1 Following receipt of any Task Order, the VENDOR shall submit to the CITY, at least five (5) business days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.23.2 Task Orders will be issued to the VENDOR in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by VENDOR pursuant to this Agreement.

1.23.3 In accordance with the CITY's Purchasing Policy Manual, proposals received by the VENDOR as a result of a Task Order that exceeds the Procurement threshold amount, will require approval from CITY Commission before the execution of services.

1.23.4 When the CITY issues Task Orders to the VENDOR, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of VENDOR, failure of the VENDOR to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.23.5 It is anticipated and intended that the VENDOR will be authorized to begin new Task Order(s) on a "rolling" basis, as some already assigned Task Orders near timely

completion. If a subsequent Task Order is issued to the VENDOR before it has completed the current Task Order, the completion date for each Task Order will remain independent of each other so that the VENDOR will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" Task Orders in a timely manner may adversely impact continued early authorization to start subsequent work.

1.23.6 When the VENDOR has exceeded the stated completion date, including any extension for extenuating circumstances, which may have been granted, a written notice of Default will be issued within seven (7) calendar days of the date that the default became active with a requirement of seven (7) calendar days to cure said default, to the VENDOR and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.23.7 Should the VENDOR exceed the assigned completion time, the CITY reserves the right not to issue to the VENDOR any further Task Order(s) until such time as it is no longer in default and the VENDOR has demonstrated to the CITY's satisfaction, the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent Task Orders. This restricted issuance provision may result in the VENDOR not being issued all of the planned work the CITY anticipated in this Agreement. The VENDOR shall have no right to the balance of any work or to any compensation associated with these non-issued Task Orders due to the VENDOR being rendered in default.

1.23.8 Should the VENDOR remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.23.6, the CITY may at its sole option retain another VENDOR to perform any Services arising out of this Agreement and/or terminate this Agreement.

1.24 DEFINITION OF DEFAULT

1.24.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

a. VENDOR has not performed services on a timely basis due to VENDOR's negligent errors or omissions;
b. VENDOR has refused or failed to supply enough properly skilled personnel;
c. VENDOR has failed to make prompt payments to VENDOR's sub-consultants or suppliers for any services after receiving payment from the CITY for such services or supplies;
d. VENDOR has failed to obtain the approval of the CITY where required by this Agreement;
e. VENDOR has refused or failed to provide the services as defined in this Agreement;
f. VENDOR has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) calendar days of such date;
g. CITY has failed to make payments to VENDOR in accordance with the requirements of this Agreement;

1.24.2 In the event of Default, the VENDOR shall be liable for all damages resulting from the Default including:

a. The difference between the amount that has been paid to the VENDOR and the amount required to complete the VENDOR's Services, provided the fees by the firm replacing the VENDOR are reasonable and the hourly rates do not exceed the VENDOR'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.

b. In the event of default by the City, VENDOR may suspend the Services pending receipt of such payment.

1.24.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

1.25 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.26 The CITY's Representative during the performance of this Agreement shall be Keith Webber, or Designee.

1.27 The VENDOR's Representative during the performance of the Agreement shall be Jorge Valle-Pellot (jvalle@keithteam.com).

2. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **11/19/2024**, and shall remain in effect through **11/18/2026**. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals subject to termination clause(s) as provided herein. The City requires firm fixed rates for the initial agreement term. Either party must give a sixty (60) calendar day(s) written notice prior to the Agreement anniversary date of the intent to not renew for the renewal term. The initial term and any exercised renewal terms are collectively referred to as the "Term." Automatic renewal terms will be based on the same terms, conditions, pricing, specifications, and services herein. The VENDOR understands and acknowledges that all services to be performed will be governed by this Agreement and that there is no guarantee of any assignment, minimum amount of professional services, compensation, or future work being given to the VENDOR.

3. **Limited Term Extension**: The CITY may, at its sole discretion and without further City Commission action, extend the term of this Agreement for an additional one-hundred and eighty (180) calendar days (the "limited term extension") by filing a written notice signed by the Vendor and the City's Purchasing Department. At no time shall this limited term extension extend more than one-hundred eighty (180) calendar days beyond the expiration date of this Agreement without further City Commission approval. The VENDOR will be reimbursed for these services at the rate in effect when this limited term extension clause was invoked by the CITY.

4. **TIME OF PERFORMANCE / METHOD OF ORDERING SERVICES.**

   4.1. Services under this Agreement shall commence upon the CITY's written notice to the VENDOR through an executed Task Order. The VENDOR shall perform all Services and provide all work products required pursuant to this Agreement and the specific Task Order by the sequence of events, or unless the CITY grants an extension of time in writing.

   4.2. Limitations. No Task Order issued under this Agreement will be valid if the estimated construction cost of the specific project or the study activity fee exceeds the amounts set forth in Section 287.055, Florida Statutes.

   4.3. VENDOR shall complete each Task Order executed during the Term without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

5. **PAYMENT.** The VENDOR shall be paid by the CITY for completed work and for Services rendered as follows:

   a. Payment for the Services provided by VENDOR shall be made in accordance with the Fee Schedule as provided in **Exhibit B** attached hereto.

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

c. Compensation for vendor's sub-consultants will be negotiated based on each Task Order. Compensation will be through a direct mark-up in accordance with the Fee Schedule attached hereto. Sub-consulting services shall be approved by the City's representative in writing prior to performance of the sub-consulting work. Consulting time for processing and management of the VENDOR's sub-consultant shall not be included in direct cost as the direct mark-up is applied for management efforts.

d. The VENDOR may submit invoices to the CITY once per month during the progress of the Srevices for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

e. In certain cases where incremental billing for partially completed Services is permitted by the CITY's representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

f. Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the VENDOR shall submit a not-to-exceed proposal to the CITY's representative for prior approval based on estimated labor hours and hourly rates, which shall not exceed the established hourly rates set forth in the Fee Schedule, plus any sub-consultant services and other related costs supporting the proposed Services. The CITY shall not be obligated to reimburse the VENDOR for costs incurred in excess of the total not-to-exceed cost amount.

g. Final payment of any balance due to the VENDOR of the total Task Order price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Services under this Agreement and its acceptance by the CITY.

h. Final Invoice: In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges, if not properly included on this invoice, are considered waived by the VENDOR.

i. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

j. Hourly rates shall remain fixed and firm for the initial two (2) year period of this Agreement. Cost of subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes as determined by the City, have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumer Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be based on the latest index published and available ninety (90) calendar days prior to the end of the Agreement year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) calendar days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of this Agreement. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the VENDOR, a reasonable reduction in costs that reflect such changes in the industry. All rate increases above 2% must be approved by the City Commission on the recommendation of the Director of Financial Services.

k. The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter

cannot be resolved to the satisfaction of the CITY, the Agreement may be canceled by the CITY upon giving thirty (30) calendar days' written notice to the VENDOR.

I. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** Upon completion of any project / Task Order and final payment to VENDOR, all documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the VENDOR shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of VENDOR, shall be at the CITY's sole risk and without liability to VENDOR and VENDOR's sub-consultants.

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

8. **WARRANTIES AND REPRESENTATIONS.** VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's Services shall meet or exceed the standard of care and skill ordinarily used by members of VENDOR's profession practicing under similar circumstances. In submitting its response to the RFQ, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **COMPLIANCE WITH LAWS.** VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

10. **INDEMNIFICATION.**

A. The VENDOR shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR or other persons employed or utilized by VENDOR in the performance of this Agreement. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF VENDOR MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT

11. **INSURANCE.**

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management

Director. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

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

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

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

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

e. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management Director. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

12. **INDEPENDENT VENDOR/CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent vendor/contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

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

14. **TRUTH-IN-NEGOTIATION CERTIFICATE.**

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

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

15. **SUBCONTRACTING.**

    A. VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY

    B. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If the VENDOR uses any sub-consultants on this project, the following provisions of this Article shall apply:

    C. If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the Services in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new sub-consultant by the CITY. The substitution of a sub-consultant shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work or applicable Task Order.

    D. The VENDOR, its sub-consultants, agents, servants, or employees agree to be bound by the terms and conditions of this Agreement and its agreement with any sub-consultant for work to be performed for the CITY the VENDOR must incorporate the terms of this Agreement.

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

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

18. **NON-WAIVER.** A waiver by either CITY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or

acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. **TERMINATION.**

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **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.

20. **DISPUTES.**

A. Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction exclusively located in Palm Beach County.

B. **Correction of Work**. If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

a. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered or expenses incurred by reason of default, shall be due and payable to VENDOR.

b. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

c. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

d. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

21. **UNCONTROLLABLE FORCES.**

21.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the

exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

22. **CITY PROVIDED INFORMATION AND SERVICES.**

22.1 CITY shall furnish VENDOR available studies, reports, and other data pertinent to VENDOR'S services; obtain or authorize VENDOR to obtain or provide additional reports and data as required; furnish to VENDOR services of others required for the performance of VENDOR's Services hereunder, and VENDOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing VENDOR's Services under this Agreement.

23. **ESTIMATES AND PROJECTIONS.**

23.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, VENDOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from VENDOR's opinions, analyses, projections, or estimates.

24. **THIRD PARTIES.**

24.1 The services to be performed by VENDOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on VENDOR's performance of its services hereunder, and no right to assert a claim against VENDOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of VENDOR's services hereunder.

25. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:	Thomas Green; Jorge Valle-Pellot
	Keith and Associates, Inc. dba KEITH
Address:	701 Northpoint Parkway
	Suite 218
	West Palm Beach, FL 33407
Phone:	561-469-0992 ; 954-788-3400
Email:	marketing@keithteam.com

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

27. **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 Agreement term and, following completion of the Agreement, VENDOR shall maintain in a secured manner 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 Agreement, 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.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

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

28. **E-VERIFY.**

    28.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

    Definitions for this Section:

    A. "Contractor, Vendor, Proposer, Consultant" 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 a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

    B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "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.

28.1.2 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 Agreement;

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. By entering into this Agreement, 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.

28.1.3 Contract Termination. 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

29. **SCRUTINIZED COMPANIES 287.135 and 215.473.** By execution of this Agreement, VENDOR certifies that 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) calendar 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) calendar 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.

30. **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.

31. **CONFLICTS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of this Agreement, Exhibits, any Task Order, VENDOR's Proposal, or other documents incorporated into this Agreement, such conflict shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) any Task Order, (3) the RFQ, and (4) VENDOR's Proposal.

32. **COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT.** VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **DOMESTIC PREFERENCE FOR PROCUREMENTS.** As appropriate and to the extent consistent with law, the VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or

use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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. Manufactured products mean 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.

34. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS.** If applicable, the VENDOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Agreement, VENDOR will identify such data and grant to the CITY or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, VENDOR will deliver to the VENDOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Agreement in formats acceptable by VENDOR.

35. **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. Prior to VENDOR and any subcontractor having access to personal identifying information pursuant to this Agreement, VENDOR and any subcontractor 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. 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.

36. **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.

37. **COUNTRIES OF CONCERN**. VENDOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

38. **DULY LICENSED**. VENDOR represents that it is duly licensed in Florida to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. 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."

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

DATED this 19th day of November, 2024.

CITY OF BOYNTON BEACH

11/21/2024

Ty Penserga, Mayor

(Authorized Official Name), (Vendor)

Alex Lazowick

Print Name of Authorized Official

President and CEO

Title

(Corporate Seal)

Attest/Authenticated:

Witness

Angel Guzman

Print Name

Approved as to Form:

Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

Maylee De Jesus, City Clerk

EXHIBIT A
Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. _____

Consultant: _____

1. **Task/Project**. _____ *(Insert title and brief description)* _____

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit ____**.

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____**.

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____**.
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____ ("Consultant"), Contract No. _____.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed *(Task Order Form and Purchase Order)*.**

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
Fee Schedule

Management

Project Executive	$250.00
QA/QC Manager	$200.00
Senior Project Manager	$225.00
Project Manager	$200.00
Senior Grant Coordinator	$180.00
Grant Coordinator	$165.00
Administrative Assistant	$100.00

Engineering

Senior Engineer	$200.00
Professional Engineer	$180.00
Engineering Designer	$145.00
Engineering Analyst	$120.00

Planning

Senior Planner	$200.00
Professional Planner	$180.00
Planning Technician	$145.00
Planning Analyst	$120.00

Landscape Architecture

Senior Landscape Architect	$200.00
Landscape Architect/Arborist	$180.00
Landscape Designer	$145.00
Landscape Analyst	$120.00

Architecture

Senior Architect	$200.00
Architect	$180.00
Architect Designer	$145.00
Architect Analyst	$120.00

Utility Coordination

Senior Utility Coordinator	$200.00
Utility Coordinator	$180.00
Utility Coordinator Technician	$145.00
Utility Coordinator Analyst	$120.00

Survey

Senior Surveyor	$200.00
Professional Surveyor	$180.00
Project Surveyor	$145.00
Survey Analyst	$120.00

Subsurface Utility Engineering

Senior Subsurface Utility Engineer	$200.00
Subsurface Utility Engineer	$180.00
Subsurface Utility Technician	$145.00
Subsurface Utility Analyst	$120.00

Field Crew Rates

Field Crew Supervisor	$130.00
Survey Crew	$180.00
Survey Drone/LiDAR Crew	$200.00
Utility Designating Crew	$180.00
Vacuum Excavations	$500.00/Ea.

Construction Services

Senior Construction Manager	$200.00
Construction Manager	$180.00
Senior Inspector	$150.00
Inspector	$120.00

Geotechnical Engineering

Senior Engineer	$180.00
Professional Engineer	$140.00
Project Engineer	$110.00
Geotechnical Field Technician	$75.00
Site Layout	$65.00

GEOTECHNICAL FIELD INVESTIGATION SERVICE FEE SCHEDULE

ITEM DESCRIPTION	UNITS	UNIT PRICE
SOIL TESTING		
Field Density Test (5 minimum)	Test	$26.00
Proctors	Test	$115.00
Florida Bearing Value Test	Test	$40.00
Limerock Bearing Ratio Test	Test	$310.50
Atterberg Limit	Test	$85.00
Carbonate Content Test	Test	$85.00
Organic Content Test	Test	$50.00
DOT Corrosivity	Test	$170.00
Soil Observation (On Site)	Hour	$58.00
Natural Sample Moisture Content	Test	$20.00
Unit Weight and Moisture Content (Undisturbed Sample)	Test	$50.00
CONCRETE & MASONRY MATERIALS		
Concrete Compression test (4 cylinders per trip minimum) *Prepare cylinders & slump test on site, and deliver to lab*	Set	$135.00
Additional Concrete cylinders	Cylinder	$22.50
Concrete Compression test only (delivered to lab)	Cylinder	$22.50
Slump test	Test	$12.00
Air Content Test	Test	$16.00
Stand-by	Hour	$58.00
Grout Prism (6 per set) Includes *preparation of Prism on site*	Set	$125.00
2" x 2" Mortar Cubes (6 per set) *Includes preparation of Cubes on site*	Set	$100.00
Additional Mortar cubes	Each	$20.00
Masonry Units: Compressive Strength	Unit	$100.00
Masonry Units: Absorption	Unit	$50.00
Concrete Cores (3 Minimum) Secure, Trim & Test	Core	$120.00
Concrete Cores (3 Minimum) Testing of core *(delivered to lab (inc. trim))*	Core	$50.00
Swiss Hammer Testing	Hour	$65.00
Windsor Probe Test (3 Shots Minimum)	Test	$135.00
Additional Windsor Probe Tests	Test	$85.00
AGGREGATE TESTING		
Grain size determination: Full grain size (8 sieves)	Test	$77.00
Grain size determination: Wash through (#200)	Test	$60.00
Sieve Analysis - Coarse Aggregate	Test	$77.00
Specific Gravity & Absorption of Fine or Coarse Aggregate	Test	$90.00
ASPHALT TESTING		
Asphalt Cores (obtaining core samples)	Each	$100.00
Asphalt Extraction and Gradation	Test	$250.00
Asphalt Density and Thickness	Test	$47.00
Marshall Stability (Incl density, flow and stability of 3 specimens) (50 blows)	Test	$130.00
Coring Machine plus Generator Rental	Trip	$300.00
Superpave Resolution Testing: Rice Testing	Each	$180.00
Superpave Resolution Testing: Gyratory Compaction, bulk specific gravity	Each	$210.00

INSPECTION SERVICES		
Concrete Inspection (on jobsite or plant)	Hour	$75.00
Pile Driving Inspection	Hour	$75.00
Pre-Stress Yard Inspection	Hour	$75.00
Steel Inspection	Hour	$75.00
Threshold Inspection	Hour	$93.00
Asphalt Inspection (Plant or Roadway)	Hour	$75.00
PDA (Pile Dynamic Testing Services)	Test	$2,500.00
Helical Pile Inspection	Hour	$75.00
Drill Shaft Logging / Inspection Services	Hour	$75.00
FIELD EXPLORATIONS		
Auger Borings	LF	$11.00
Hand Augers	LF	$11.00
Standard Penetration Tests - Truck Rig (0' - 50')	LF	$17.00
Standard Penetration Tests - Truck Rig (51' - 100')	LF	$19.50
Grout bore holes (0' - 50')	LF	$8.00
Grout bore holes (51' - 100')	LF	$12.00
Casing (0' - 50')	LF	$8.00
Casing (51' - 100')	LF	$9.00
Static Cone Penetration Test (0' -100')	LF	$14.00
Muck Probing (4 hour minimum)	Hour	$100.00
Mobilization of drilling equipment to project (Minimum Charge): 50-mile travel	Trip	$375.00
Mobilization of drilling equipment to project (Minimum Charge): 100-mile travel	Trip	$500.00
MISCELLANEOUS SERVICES		
Foundation Analysis and Recommendation	Staff Hours	TBD
Percolation test	Test	$325.00
Install Groundwater Monitoring Well, 25' Depth	LF	$50.00
Plug & Abandon Monitoring Well, 25' Depth	Hour	$150.00
Exfils (6'-10')	Each	$450.00
Exfils (15'+)	Each	$550.00
Lakes Probes	Each	$200.00
DCP/HCP	Each	$180.00
DRI	Each	$750.00
Test Pits	Day	$3,000.00

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

Mark-up % Sub-Consultants Fee: ___0___%

ATTACHMENT "A"

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

ATTACHMENT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

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: August 27, 2024

Entity: Keith and Associates, Inc.

Signed: _____

Name: Alex Lazowick

Title: President / CEO

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27th day of August, 2024, by Alex Lazowick, as President and CEO for Keith and Associates, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: _____

State of Florida at Large (Seal)

SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH338288
Expires 12/5/2026

My commission expires: _____

Affidavit of Compliance with Foreign Entity Laws must be completed and returned with the signed Agreement

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

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: August 27, 2024

Entity: Keith and Associates, Inc.

Signed: _____

Name: Alex Lazowick

Title: President / CEO

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27th day of Aug 20 24, by Alex Lazowick, as President / CEO for Keith and Associates, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: _____

State of Florida at Large (Seal)

SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH338288
Expires 12/5/2026

My commission expires: _____

Affidavit of Compliance with Anti-Human Entity Laws must be completed and returned with the signed Agreement

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-068- Approval of a Piggyback Agreement between the City of Boynton Beach and Door Systems of South Florida, Inc., for Overhead Doors Repair and Maintenance in the amount not to exceed $100,000 per year.

Requested Action:

Staff recommends approval of Proposed Resolution No. R26-068.

Explanation of Request:

The Facilities Maintenance Division is requesting approval to piggyback the City of Deerfield Beach contract no. ITB 22-24-PC with Door Systems of South Florida for overhead doors repair and maintenance with an expenditure not to exceed $100,000 per year for the remainder of the contract term, which expires September 17, 2027.

The services provided by Door Systems include scheduled preventative maintenance, on-demand repairs, and 24/7 emergency responses to ensure garage and overhead door systems remain operational at all times. Any extended downtime or failure of these systems can significantly disrupt operations, causing a direct security risk to the facility, leaving buildings vulnerable to unauthorized access, theft, and exposure to the elements.

This purchase will be made under the Piggyback Exemption authorized by the City's Purchasing Policy. Piggyback contracts provide significant value to the City of Boynton Beach by offering a cost-effective and efficient method of procurement. Leveraging contracts competitively awarded by other governmental entities allows the City to avoid issuing its own formal solicitation, which can be time-consuming and resource-intensive. This process accelerates access to needed goods and services while benefiting from favorable pricing achieved through economies of scale. Additionally, piggyback agreements utilize vendors who have already undergone a rigorous competitive evaluation, reducing administrative workload and mitigating risks associated with vendor performance. Overall, piggyback procurement streamlines operations, saves taxpayer dollars, and supports timely and effective service delivery for City departments and residents.

How will this affect city programs or services?

To maintain uninterrupted garage and overhead door services across public safety, public works fleet, and utility facilities, reducing the risk of security vulnerabilities, operational disruptions, and delayed emergency response caused by malfunctioning or inoperable doors.

Budgeted Item: Yes

Account Line Item and Description:

Repair/Maintenance Services/Building Repairs

001-2511-519-46-10

Fiscal Impact:

Budgeted item

Attachments:
R26-068 Agenda_Item__4524-2026_Resolution_for_Door_Systems_Piggyback_Agmt.docx
Exhibit_A_to_Resolution_-_signed_Piggyback_Agreement_-_Door_Systems_of_South_Florida_-_Final.pdf
Exhibit A - Contract ITB 22-24-PC - City of Deerfield Beach.pdf
Door Systems - COI ending 8-2026.pdf

RESOLUTION NO. R26-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT BETWEEN THE CITY AND DOOR SYSTEMS OF SOUTH FLORIDA, INC., FOR THE PURCHASE AND INSTALLATION, SERVICE, AND REPAIR OF OVERHEAD DOORS, GRILLS, AND BI-FOLD HYDRAULIC DOORS IN THE AMOUNT NOT TO EXCEED 100,000 PER YEAR; AND FOR ALL OTHER PURPOSES.

WHEREAS, on April 22, 2022, the City of Deerfield Beach issued an Invitation to Bid ("ITB") No. 22-24-PC as a cooperative ITB on behalf of the Southeast Florida Governmental Purchasing Cooperative Group ("SEFL - COOP") and the participating agencies to solicit bids from qualified, experienced, and licensed firms to provide the Purchase & Install, Service & Repair of Overhead Doors, Grills, and Bi-Fold Hydraulic Doors for the City; and

WHEREAS, the City of Deerfield Beach found Door Systems of South Florida, Inc., ("Vendor") to be one (1) of three (3) lowest most responsive, responsible bidder and awarded it a two (2) year term contract from September 18, 2022, through September 17, 2024, with the option to renew for three (3), one-year periods through September 17, 2027, ITB No. 22-24-PC, ("Master Agreement"); and

WHEREAS, the City is a participating agency in the SEFL -COOP; and

WHEREAS, the City's Purchasing Policy Section X-Altematives 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 for the Purchase and Installation, Services, and Repair of Overhead Roll-Up Doors and Grills, and Hydraulic Bi-Fold Doors (the "Products and Services"). The City of Boynton Beach desires to enter into a Piggyback Agreement with the Vendor for the purchase and installation, services, and repair of overhead roll-up doors and grills, and hydraulic bi-fold doors; 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 Piggyback Agreement between the

City and Door Systems of South Florida, Inc., for the purchase and install, service and repair, of overhead doors, grills, and bi-fold hydraulic doors in the amount not to exceed 100,000 per year.

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 Piggyback Agreement between the City and Door Systems of South Florida, Inc., for the purchase and install, service and repair, of overhead doors, grills, and bi-fold hydraulic doors in the amount not to exceed 100,000 per year (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 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 Adrianna Greco-Arencibia to forward to the Vendor.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-068

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND DOOR SYSTEMS OF SOUTH FLORIDA, INC.

This Piggyback Agreement is made as of this __ day of _____, 2026, by and between Door Systems of South Florida, Inc., a Florida Corporation with a principal address of 1300 N.W. 15th Avenue, Pompano Beach, FL 33069, 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 April 22, 2022, the City of Deerfield Beach issued an "Invitation to Bid" (ITB) No. 22-24-PC as a cooperative ITB on behalf of the Southeast Florida Governmental Purchasing Cooperative Group ("SEFL – COOP") and the participating agencies to solicit bids from qualified, experienced, and licensed firms to provide the Purchase & Install, Service & Repair of Overhead Doors, Grills, and Bi-Fold Hydraulic Doors for the City; and

WHEREAS, the City of Deerfield Beach found Door Systems of South Florida ("Vendor") to be one (1) of three (3) lowest most responsive, responsible bidder and awarded it a two (2) year term contract from September 18, 2022, through September 17, 2024, with the option to renew for three (3), one-year periods through September 17, 2027, (ITB) No. 22-24-PC, ("Master Agreement"); and

WHEREAS, the City is a participating agency in the SEFL – COOP; and

WHEREAS, the City's Purchasing Policy Section X – 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 for the Purchase and Installation, Services and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors (the "Products and Services"). The City of Boynton Beach desires to enter into a Piggyback Agreement with the Vendor for the purchase and installation, services and repair of overhead roll-up doors and grills, and hydraulic bi-fold doors; and

WHEREAS, the Vendor has agreed to allow the City to piggyback the Master Agreement, a copy of the Master Agreement (Solicitation, Bid Tabulation, and Contract Award), and all Amendments to the Master Agreement are attached as Composite 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 upon the date of full execution by the parties and will remain in effect until September 17, 2027. The Mayor is authorized to execute any renewal or extension 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 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 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 "City of Deerfield Beach" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the products and services in an amount not to exceed One Hundred Thousand Dollars ($100,000.00) for the term of this Agreement.

4. **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: Contact Name:	Door Systems of South Florida, Inc. Blair Novy 1300 NW 15th Avenue Pompano Beach, FL 33069 Telephone: (954) 935-7000 / Email: bnovy@doorsystemssfl.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
   Email: AP@bbfl.us

   Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(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 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 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.

6. **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.

7. **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.

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

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

   The City is 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
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **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.

11. **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.

12. **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 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.

13. **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.

14. **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.

15. **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.

16. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. 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.

17. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. If the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

18. **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.

19. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate vendors, 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 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 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 indefinitely regardless of termination of the Agreement.

20. **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 additional insured.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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, FLORIDA

Rebecca Shelton, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Tammy Stanzione, Interim City Clerk

DOOR SYSTEMS OF SOUTH FLORIDA, INC.

Blair Novy
(Signature)
Door Systems of South Florida, Inc.

Blair Novy
Print Name of Authorized Official

President
Title

(Corporate Seal)

Attest/Authenticated:

Megan Guiles
(Signature), Witness

Megan Guiles
Print Name

EXHIBIT "A"
MASTER AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DOOR SYSTEMS OF SOUTH FLORIDA, INC.

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. ITB #22-24-PC

Description/Title: Purchase & Install, Service & Repair of Overhead Doors,Grills, and Bi-Fold Hydraulic Doors

Initial Contract Term: Start Date: September 18, 2022 End Date: September 17, 2024

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: September 18, 2024 End Date: September 17, 2025

Renewal No. 2 Start Date: September 18, 2025 End Date: September 17, 2026

Renewal No. 3 Start Date: September 18, 2026 End Date: September 17, 2027

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Above All Garage Door of South Florida

Vendor Address: 3590 NW 34th Street, Miami, FL 33142

Contact: Mario Rodriguez

Phone: 305-556-6633 Fax: _____

Cell/Pager: _____ Email Address: info@aboveallgaragedoors.com

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: Coast to Coast Garage Door, LLC

Vendor Address: 7546 W. McNab Road, Unit B28, North Lauderdale, FL 33068

Contact: Jerome Payne

Phone: 954-653-1600 Fax: _____

Cell/Pager: 954-607-9054 Email Address: jpayne@c2cgaragedoors.com

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: Door Systems of South Florida

Vendor Address: 1300 NW 15th Avenue, Pompano Beach, FL 33069

Contact: Blair Novy

Phone: 954-935-7000 Fax: _____

Cell/Pager: _____ Email Address: bnovy@doorsystemssfl.com

Website: _____ FEIN: _____

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: September 6, 2022 Resolution/Agenda Item No.: 2022/153

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Deerfield Beach

Agency Address: 401 SW 4th Street

Agency Contact: Paul Collette Email pcollette@deerfield-beach.com

Telephone: 954-480-4418 Fax: _____

1	Labor Rates during normal business hours (Monday - Friday 8:00 a.m. - 5:00 p.m.); Labor Rates after normal business hours (5:01 p.m. - 7:59 a.m.); Labor Rates (Saturday and Sunday, Anytime); Labor Rates (Holidays, Anytime).

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1		$490.50	$490.50	
Coast To Coast Garage Door,LLC	1		$695.00	$695.00	
Door Systems of South Florida	1		$750.00	$750.00	

1.1	Mechanic - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$52.50	$52.50	
Door Systems of South Florida	1	hr	$70.00	$70.00	
Coast To Coast Garage Door,LLC	1	hr	$80.00	$80.00	

1.2	Helper - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$33.00	$33.00	
Coast To Coast Garage Door,LLC	1	hr	$50.00	$50.00	
Door Systems of South Florida	1	hr	$50.00	$50.00	

1.3	Mechanic - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$80.00	$80.00	
Door Systems of South Florida	1	hr	$105.00	$105.00	
Coast To Coast Garage Door,LLC	1	hr	$110.00	$110.00	

1.4	Helper - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$55.00	$55.00	
Coast To Coast Garage Door,LLC	1	hr	$60.00	$60.00	
Door Systems of South Florida	1	hr	$75.00	$75.00	

1.5	Mechanic - Labor Rates (Saturday and Sunday, Anytime)

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$80.00	$80.00	
Door Systems of South Florida	1	hr	$105.00	$105.00	
Coast To Coast Garage Door,LLC	1	hr	$110.00	$110.00	

1.6	Helper - Labor Rates (Saturday and Sunday, Anytime)					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$55.00	$55.00	
	Coast To Coast Garage Door,LLC	1	hr	$60.00	$60.00	
	Door Systems of South Florida	1	hr	$105.00	$105.00	

1.7	Mechanic - Labor Rates (Holidays, Anytime)					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$80.00	$80.00	
	Door Systems of South Florida	1	hr	$140.00	$140.00	
	Coast To Coast Garage Door,LLC	1	hr	$150.00	$150.00	

1.8	Helper - Labor Rates (Holidays, Anytime)					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$55.00	$55.00	
	Coast To Coast Garage Door,LLC	1	hr	$75.00	$75.00	
	Door Systems of South Florida	1	hr	$100.00	$100.00	

2	Preventative Maintenance (Annual, Semi-Annual and Quarterly) for various Co-op Agencies as listed in Exhibit 1 thru Exhibit 17.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1		$123,780.00	$123,780.00	
	Door Systems of South Florida	1		$129,500.00	$129,500.00	
	Coast To Coast Garage Door,LLC	1		$132,300.00	$132,300.00	

2.1	Exhibit 1A - Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	Coast To Coast Garage Door,LLC	1	Lump Sum	$4,300.00	$4,300.00	
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$5,160.00	$5,160.00	
	Door Systems of South Florida	1	Lump Sum	$5,180.00	$5,180.00	

2.2	Exhibit 1B - Semi-Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$10,220.00	$10,220.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$8,600.00	$8,600.00	
	Door Systems of South Florida	1	Lump Sum	$10,360.00	$10,360.00	

2.3	Exhibit 2 - Semi-Annual Preventative Maintenance for City of Coral Springs as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$12,120.00	$12,120.00	
	Door Systems of South Florida	1	Lump Sum	$13,360.00	$13,360.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$17,300.00	$17,300.00	

2.4	Exhibit 3A - Quarterly Preventative Maintenance for City of Deerfield Beach as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$8,400.00	$8,400.00	
	Door Systems of South Florida	1	Lump Sum	$9,040.00	$9,040.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$10,200.00	$10,200.00	

2.5	Exhibit 3B - Semi-Annual Preventative Maintenance for City of Deerfield Beach as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$480.00	$480.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$400.00	$400.00	
	Door Systems of South Florida	1	Lump Sum	$480.00	$480.00	

2.6	Exhibit 4 - Annual Preventative Maintenance for City of Greenacres as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	Coast To Coast Garage Door,LLC	1	Lump Sum	$900.00	$900.00	
	Door Systems of South Florida	1	Lump Sum	$960.00	$960.00	
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$1,080.00	$1,080.00	

2.7	Exhibit 5 - Semi-Annual Preventative Maintenance for City of Lauderdale Lakes as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$2,640.00	$2,640.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$2,200.00	$2,200.00	
	Door Systems of South Florida	1	Lump Sum	$2,640.00	$2,640.00	

2.8	Exhibit 6 - Quarterly Preventative Maintenance for City of Pompano Beach as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$18,480.00	$18,480.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$17,800.00	$17,800.00	
	Door Systems of South Florida	1	Lump Sum	$18,960.00	$18,960.00	

2.9	Exhibit 7A - Semi-Annual Preventative Maintenance for City of Sunrise as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$3,480.00	$3,480.00	
	Door Systems of South Florida	1	Lump Sum	$3,640.00	$3,640.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$3,700.00	$3,700.00	

2.10	Exhibit 7B - Annual Preventative Maintenance for City of Sunrise as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	Coast To Coast Garage Door,LLC	1	Lump Sum	$3,550.00	$3,550.00	
	Door Systems of South Florida	1	Lump Sum	$4,260.00	$4,260.00	
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$4,260.00	$4,260.00	

2.11	Exhibit 8A - Annual Preventative Maintenance for City of Tamarac as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$1,860.00	$1,860.00	
	Door Systems of South Florida	1	Lump Sum	$2,100.00	$2,100.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$2,750.00	$2,750.00	

2.12	Exhibit 8B - Semi-Annual Preventative Maintenance for City of Tamarac as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$3,720.00	$3,720.00	
	Door Systems of South Florida	1	Lump Sum	$4,200.00	$4,200.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$5,500.00	$5,500.00	

2.13	Exhibit 9 - Semi-Annual Preventative Maintenance for Town of Palm Beach as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$2,280.00	$2,280.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$2,000.00	$2,000.00	
	Door Systems of South Florida	1	Lump Sum	$2,400.00	$2,400.00	

2.14	Exhibit 10 - Semi-Annual Preventative Maintenance for City of Aventura as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$360.00	$360.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$300.00	$300.00	
	Door Systems of South Florida	1	Lump Sum	$360.00	$360.00	

2.15	Exhibit 11 - Semi-Annual Preventative Maintenance for City of Weston as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$2,400.00	$2,400.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$2,000.00	$2,000.00	
	Door Systems of South Florida	1	Lump Sum	$2,400.00	$2,400.00	

2.16	Exhibit 12 - Semi-Annual Preventative Maintenance for City of Margate as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$3,960.00	$3,960.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$3,300.00	$3,300.00	
	Door Systems of South Florida	1	Lump Sum	$3,960.00	$3,960.00	

2.17	Exhibit 13 - Quarterly Preventative Maintenance for City of Fort Lauderdale as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$29,520.00	$29,520.00	
	Door Systems of South Florida	1	Lump Sum	$30,960.00	$30,960.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$31,800.00	$31,800.00	

2.18	Exhibit 14 - Semi-Annual Preventative Maintenance for City of West Palm Beach as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$8,080.00	$8,080.00	
	Door Systems of South Florida	1	Lump Sum	$8,840.00	$8,840.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$10,700.00	$10,700.00	

2.19	Exhibit 15 - Annual Preventative Maintenance for City of North Lauderdale as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$1,320.00	$1,320.00	
	Door Systems of South Florida	1	Lump Sum	$1,440.00	$1,440.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$1,700.00	$1,700.00	

2.20	Exhibit 16 - Semi-Annual Preventative Maintenance for Town of Davie as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$3,480.00	$3,480.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$2,900.00	$2,900.00	
	Door Systems of South Florida	1	Lump Sum	$3,480.00	$3,480.00	

2.21	Exhibit 17 - Semi-Annual Preventative Maintenance for City of Hallandale Beach as per Scope of Services.					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	Lump Sum	$480.00	$480.00	
	Coast To Coast Garage Door,LLC	1	Lump Sum	$400.00	$400.00	
	Door Systems of South Florida	1	Lump Sum	$480.00	$480.00	

3	Cost-Plus Percentage Markup on Parts.					
	Supplier	**QTY**	**UOM**	**Percentage**	**Extended**	**Supplier Notes**
	Door Systems of South Florida		Percentage	10.0%		
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA		Percentage	15.0%		
	Coast To Coast Garage Door,LLC		Percentage	20.0%		

4	Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	Coast To Coast Garage Door,LLC	1	hr	$0.00	$0.00	Rental equipment is cost + percentage mark-up in an amount not to exceed 5% percent.
	Door Systems of South Florida	1	hr	$60.00	$60.00	
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	hr	$500.00	$500.00	

5	Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	Door Systems of South Florida	1	day	$0.00	$0.00	
	Coast To Coast Garage Door,LLC	1	day	$300.00	$300.00	Forklift or Scissor Lift Daily
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	day	$500.00	$500.00	

6	Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)					
	Supplier	**QTY**	**UOM**	**Unit Price**	**Extended**	**Supplier Notes**
	Door Systems of South Florida	1	wkly	$0.00	$0.00	
	ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA	1	wkly	$500.00	$500.00	
	Coast To Coast Garage Door,LLC	1	wkly	$750.00	$750.00	Forklift or Scissor Lift Weekly

Above All Garage Door of S. Florida

Exhibit A
Fixed Percentage Discount, Mark-up, Installation

Offerors shall check-off which type of overhead door for each represented manufacturer. Offerors shall provide a fixed percentage discount or mark-up on the manufacturer's suggested list price for all overhead doors, grills and/or parts. Also, Offerors shall provide a fixed percentage for installation to be added for the cost of the overhead doors and grills.

Fixed Percentage Discount, Mark-up, Installation						
Description			Manufacturer Name	Fixed Percentage %		
Coiling	Roll-up	Grill		Discount	Mark-up	Installation
			Anderson			
			Camarr			
			Door-Man			
			Flexion			
			Hi-Fold			
		✓	Overhead	2%	10%	15%
			Wayne-Dalton	closed	closed	closed
			Lift Master	2%	10%	15%
			Allstar Overhead Doors			
✓	✓	✓	Best Rolling Door	2%	10%	10%
✓	✓	✓	Clopay	2%	10%	10%
			Atlas	closed	closed	closed
			Cookson	closed	closed	closed
			Cornell	2%	10%	15%
			Roll-lite Overhead Doors	closed	closed	closed
✓	✓	✓	TGW Rolling Doors	2%	5%	10%
			North American			
			Dob Door Co., Inc.	5%	5%	10%

Above All Garag e Door S Florida
Exhibit A (Continued)
Fixed Percentage Discount, Mark-up, Installation

Fixed Percentage Discount, Mark-up, Installation						
Description			Manufacturer Name	Fixed Percentage %		
Coiling	Roll-up	Grill		Discount	Mark-up	Installation
			A.B.L.			
			Raynor			
			Burger ARD			
			JB Garage	5%	5%	15%
			Universal	closed	closed	closed
			Mahon Door Corporation			
			Above All Co.			
			Door Engineering			
			Door Systems			
			Heritage			
✓	✓	✓	Other: South Florida Rolling Door	2%	5%	10%

Coast-to-Coast Garage Door

Exhibit A
Fixed Percentage Discount, Mark-up, Installation

Offerors shall check-off which type of overhead door for each represented manufacturer. Offerors shall provide a fixed percentage discount or mark-up on the manufacturer's suggested list price for all overhead doors, grills and/or parts. Also, Offerors shall provide a fixed percentage for installation to be added on the cost of the overhead doors and grills. For all other manufacturer's not list in Lot I of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price (indicate fixed percentage on the Miscellaneous Parts' line below).

Description			Manufacturer Name	Fixed Percentage %		
			Fixed Percentage Discount, Mark-up, Installation			
Coiling	Roll-up	Grill		Discount	Mark-up	Installation
			Anderson			
✓	✓	✓	~~Garnarr~~ Amarr		20%	55%
			Door-Man			
			Flexion			
			Hi-Fold			
✓	✓	✓	Overhead		20%	55%
✓	✓	✓	Wayne-Dalton		20%	55%
✓	✓	✓	Lift Master		20%	55%
			Allstar Overhead Doors			
✓	✓	✓	Best Rolling Door		20%	55%
✓	✓	✓	Clopay		20%	55%
			Atlas			
✓	✓	✓	Cookson		20%	55%
✓	✓	✓	Cornell		20%	55%
			Roll-lite Overhead Doors			
			TGW Rolling Doors			
			North American			

Coast-to-Coast Garage Door

Exhibit A (Continued)

Fixed Percentage Discount, Mark-up, Installation						
Description			Manufacturer Name	Fixed Percentage %		
Coiling	Roll-up	Grill		Discount	Mark-up	Installation
			A.B.L.			
✓	✓	✓	Raynor		20%	55%
			Burger ARD			
✓	✓	✓	JB Garage		20%	55%
			Universal			
			Mahon Door Corporation			
			Above All Co.			
✓	✓	✓	Door Engineering		20%	55%
			Door Systems			
			Heritage			
✓	✓	✓	Dob Door Co., Inc.		20%	55%
			Other:			
			Miscellaneous Parts:			

Door Systems of S. Florida

Exhibit A
Fixed Percentage Discount, Mark-up, Installation

Offerors shall check-off which type of overhead door for each represented manufacturer. Offerors shall provide a fixed percentage discount or mark-up on the manufacturer's suggested list price for all overhead doors, grills and/or parts. Also, Offerors shall provide a fixed percentage for installation to be added on the cost of the overhead doors and grills. For all other manufacturer's not list in Lot I of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price (indicate fixed percentage on the Miscellaneous Parts' line below).

Description			Manufacturer Name	Fixed Percentage %		
Fixed Percentage Discount, Mark-up, Installation						
Coiling	Roll-up	Grill		Discount	Mark-up	Installation
			Anderson N/A			
			Camarr N/A			
			Door-Man N/A			
			Flexion N/A			
			Hi-Fold N/A			
✓	✓	✓	Overhead	VARIES	10	10
✓	✓	✓	Wayne-Dalton		10	10
✓	✓	✓	Lift Master			
			Allstar Overhead Doors N/A			
✓	✓	✓	Best Rolling Door			
✓	✓	✓	Clopay			
			Atlas N/A			
✓	✓	✓	Cookson			
✓	✓	✓	Cornell			
			Roll-lite Overhead Doors N/A			
			TGW Rolling Doors N/A			
			North American N/A			

N/A = OUT OF BUSINESS

Door Systems of S. Florida

Exhibit A (Continued)

Fixed Percentage Discount, Mark-up, Installation

Fixed Percentage Discount, Mark-up, Installation						
Description			Manufacturer Name	Fixed Percentage %		
Coiling	Roll-up	Grill		Discount	Mark-up	Installation
			A.B.L. N/A			
✓	✓	✓	Raynor	VARIES	10	10
			Burger ARD N/A			
✓	✓	✓	JB Garage			
			Universal N/A			
			Mahon Door Corporation N/A			
✓	✓	✓	Above All Co.			
✓	✓	✓	Door Engineering			
✓	✓	✓	Door Systems			
			Heritage N/A			
✓	✓	✓	Dob Door Co., Inc. N/A			
			Other:			
			Miscellaneous Parts:			

N/A = OUT OF BUSINESS

15

RESOLUTION NO. 2022/153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #22-24-PC FOR PURCHASE AND INSTALLATION, SERVICE AND REPAIR OF OVERHEAD ROLL-UP DOORS AND GRILLS, AND HYDRAULIC BI-FOLD DOORS TO ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA, INC., COAST TO COAST GARAGE DOOR, LLC, AND DOOR SYSTEMS OF SOUTH FLORIDA, INC., THE THREE RESPONSIVE AND RESPONSIBLE BIDDERS; AUTHORIZING EXECUTION OF AGREEMENTS WITH THE THREE BIDDERS FOR A TWO YEAR TERM, WITH THREE ADDITIONAL ONE YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") requires services including purchase and installation, and service and repair of overhead roll-up doors and grills, and hydraulic bi-fold doors on an as needed basis (the "Services"); and

WHEREAS, the City serves as the lead agency for the Purchase & Installation, Service & Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors contract on behalf of the Southeast Florida Government Purchasing Cooperative Group comprised of eighteen other agencies in the South Florida area; and

WHEREAS, the City issued Invitation to Bid No. 22-24-PC for Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors (the "ITB"); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on April 22, 2022, and the notice was also sent to 80 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, four vendors viewed the ITB documents; and

WHEREAS, on May 12, 2022 at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the "Division") closed and unsealed three bids that were timely received, and reviewed the responses to ensure they met the ITB requirements; and

WHEREAS, the Division reviewed and discussed the bid responses with the Facilities Manager and concluded that the City, in its best interest, will utilize the multiple contract award option and recommended awarding a contract to the three responsive and responsible bidders, Above All Garage Door of South Florida, Inc. ("Above All"), Coast to Coast Garage Door, LLC ("Coast to Coast"), and Door Systems of South Florida, Inc. ("Door Systems"); and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Above All, Coast to Coast, and Door Systems, the three responsive and responsible bidders to the ITB, and authorize execution of agreements with Above All, Coast-to-Coast, and Door Systems for the Services on an as needed basis for a two year term, with three additional one-year renewal terms (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the ITB to Above All, Coast to Coast, and Door Systems.

Section 3. The City Manager is hereby authorized to execute agreements with Above All, Coast to Coast, and Door Systems, consistent with the terms of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF SEPTEMBER, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA, INC. (CONTRACTOR), as follows:

W I T N E S S E T H:

WHEREAS, pursuant to Invitation to Bid #22-24-PC (the "ITB") the CITY accepted competitive bids for Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors (the "Products and Services"); and

WHEREAS, the Products and Services are delineated in the ITB; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Response constitute the entire Contract and describe the Products and Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, the City staff and the City Commission has determined that (1) of (3) lowest, responsive and responsible bids was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the Contract at a competitive price; and

WHEREAS, this is a Co-operative Contract with the CITY as lead agency for other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, this is a multiple-award with three (3) responsive and responsible CONTACTORS, in the best interest of the City and all other participating Southeast Florida Governmental Purchasing Co-Operative Group agencies; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Products and Services on September 6, 2022, Resolution No. 2022/153;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I
INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This CONTRACT, the ITB, together with CONTRACTOR'S response to the ITB, attached as (Exhibit "A") shall constitute the entire CONTRACT. The parties agree that the Scope of Services, attached as (Exhibit "B") is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms

and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

1.3 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.4 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this CONTRACT.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

2.1 The initial CONTRACT term shall be for two (2) years and shall commence on September 18, 2022 and end on September 17, 2024. The City reserves the right to renew the CONTRACT for three (3) additional one (1) year renewal terms, providing City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.

2.2 In the event services are scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3
COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses. The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4
TERMINATION OR SUSPENSION

4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience

by the CITY shall be effective on the termination date stated in the written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT, or other breach of this CONTRACT. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.

4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.

4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.2 of Article 7.

4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.7 In the event a CONTRACTOR is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non- discrimination requirements in

49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6
INSURANCE

6.1 CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

1. General

a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.

b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits,

coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages
CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and allapplicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK
Any and all reports, photographs, surveys, and other data and documents provided or created in

connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

c. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the CONTRACT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If CONTRACTOR does not comply with this section, the CITY shall enforce the CONTRACT provisions in accordance with the CONTRACT and may unilaterally cancel this CONTRACT in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

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

CITY CUSTODIAN OF PUBLIC RECORDS:
SAMANTHA GILLYARD, CMC, CITY CLERK
150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third-party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Mario Rodriguez
Above All Garage Door of South Florida, Inc.
3590 NW 34th Street
Miami, FL 33142

7.7 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

7.8 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT. This

Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 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 CONTRACT and executed by the CITY's Signature and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.13 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

7.15.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.

7.15.2 If this CONTRACT is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.

7.15.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this CONTRACT.

7.15.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR 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 CONTRACT. 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 Contract is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

7.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused these presents to be executed.

WITNESSES:

CITY OF DEERFIELD BEACH

By: DocuSigned by: David Santucci
DAVID SANTUCCI, CITY MANAGER

Date: 9/27/2022

ATTEST:

DocuSigned by: Samantha Gillyard
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by: Anthony Soroka
ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Witness)

(Corporate Seal, if applicable)

ABOVE ALL GARAGE DOORS OF SOUTH FLORIDA
(Corporation Name)

By: DocuSigned by: Mario Rodriguez
(Signature)

Mario Rodriguez owner
(Type Name/Title Signed Above)

Date: 9/26/2022

DocuSign Envelope ID: 6797FDDA-0F92-4655-AECB-1F10A0F37D54

EXHIBIT "A"

CONTRACTOR'S RESPONSE

Deerfield Beach
Florida

22-24-PC Addendum 3

ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA

Supplier Response

Event Information

Number:	22-24-PC Addendum 3
Title:	Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors
Type:	Invitation to Bid
Issue Date:	4/22/2022
Deadline:	5/12/2022 02:00 PM (ET)
Notes:	The City of Deerfield Beach is soliciting sealed responses from vendors for the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors in accordance with the terms, conditions, scope of services of this formal competitive solicitation.

Contact Information

Contact: Paul Collette, Buyer
Address: Purchasing and Contract Administration Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

ABOVE ALL GARAGE DOOR OF SOUTH FLORIDA Information

Contact: Mario Rodriguez
Address: 3590 nw 34 street
miami, FL 33142
Phone: (305) 556-6633
Fax: (305) 556-6633
Email: aboveall2003@bellsouth.net

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Mario Rodriguez
Signature

INFO@ABOVEALLGARAGEDOORS.COM
Email

Submitted at 5/12/2022 12:08:02 PM

Requested Attachments

Experience and Qualifications

20220512131013029.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required

Current and Past Performances

20220512124234383.pdf

Offeror shall identify three (3) current and past performances within a minimum of three (3) years where the Offeror has provided similar services as requested in this solicitation. Please provide the following information for each performance: 1. The name of owner and year(s) performed the services. 2. A description of the services. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in involved with the services.

Preventative Maintenance Pricing - Exhibit 1A thru Exhibit 16

20220512124117431.pdf

Offerors shall complete and submit the Preventative Maintenance Pricing - Exhibit 1A thru Exhibit 16 with their Response Attachments.

Ethics Code Disclosure

20220512131013029.pdf

a. Include a listing of all campaign contributions to a City of Deerfield Beach Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 21.

Exhibit A - Fixed Percentage Discount, Mark-up, Installation

20220512125455508.pdf

Offerors shall complete and submit Exhibit A - Fixed Percentage Discount, Mark-up, Installation with their Response Attachments.

Attachment A – Vendor Performance Reference Verification Survey Form 20220512131013029.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Attachment C - E-Verify Compliance Verification Form 20220512123508563.pdf

Offeror shall complete this form and submit with their response.

Copies of Applicable Licenses, Certifications & Accreditation 20220512131013029.pdf

Submit copies of any required licenses, certifications and/or accreditations that are required to perform the work, applicable to the work, or relative to support your firm's qualifications.

Proof of Insurability 20220512131013029.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Local Business Tax Receipt 20220512130425638.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Corporate Annual Report 20220512125148251.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form 20220512125301608.pdf

Submit a copy of your firms W-9 Form.

PDF Combined Bid Package Responses 20220512130603499.pdf

Provide one PDF document with all your bid package responses.

Bid Attributes

1	**Addendum 1** Addendum 1 - issued to make changes to the ITB documents (under Attachments Tab: added Exhibit D - Co-op Bid Cover Page; added Exhibit 13, Exhibit 14 and Exhibit 15; under Line Items: added 2.19 - Exhibit 15)
2	**Addendum 2** Addendum 2 - issued to make changes to the ITB documents (under Attachments Tab: Item 15 - changed Description from Semi-Annual to Annual; Item 22 - changed the Description from Exhibit 10 to Exhibit 9; Item 23 - changed the Description form Exhibit 11 to Exhibit 10; Item 27 - replace Exhibit 14 with revised Exhibit 14 only changed the Exhibit 14A to Exhibit 14 in the header of the document; added Item 29 - Exhibit 16 and Item 30 - Exhibit 17; under Response Attachment Tab: Item 3 - revised the language from Exhibit 1 thru Exhibit 24 to Exhibit 1A thru 16; under Line Items Tab: Item 2.6 - changed Description from Semi-Annual to Annual; added Item 2.20 - Exhibit 16 and Item 2.21 - Exhibit 17).
3	**Addendum 3** Addendum 3 - issued to make changes to the ITB documents (under Attachments Tab: replace Exhibit 15 with revised Exhibit 15; under Line Items: added 5 and 6)

4 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Yes

5 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

☑ I Affirm (Vendor Indemnifies City)

6 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;

2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;

3. Such response is genuine and is not a collusive or sham response;

4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☑ I Affirm (Non-Collusion Affirmed)

7 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☑ I affirm (Affirmed)

8 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a local vendor with no derogatory history

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business.

IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Mario Rodriguez

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

Above All Garage Door

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

25

15 References

Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required.

☑ I have completed and attached my references (Provided)

16 Licenses and Certifications

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

☑ Yes (Yes)

17 Use of Subcontractors

Will you be using any subcontractors?

No

18 List of Subcontractors

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

none

19 Default and Non-Performance History

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

no

20 Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

no

21 Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

none

22 Verification of Employment Status

The successful Offeror affirms to 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 the contract. 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 the contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

☑ I Affirm (Complies with E-Verify Requirement)

23 Attachment A – References & Vendor Performance Reference Verification Survey Form

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

☑ I have completed and attached my references (Provided)

24 Background Check Affidavit

Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment D) if awarded the contract.

☑ I Affirm (I Affirm)

25 **Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

none

Bid Lines

1 Package Header

Labor Rates during normal business hours (Monday - Friday 8:00 a.m. - 5:00 p.m.); Labor Rates after normal business hours (5:01 p.m. - 7:59 a.m.); Labor Rates (Saturday and Sunday, Anytime); Labor Rates (Holidays, Anytime).

Quantity: 1 Total: $490.50

Package Items

1.1 Mechanic - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Quantity: 1 UOM: hr Unit Price: $52.50 Total: $52.50

1.2 Helper - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Quantity: 1 UOM: hr Unit Price: $33.00 Total: $33.00

1.3 Mechanic - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Quantity: 1 UOM: hr Unit Price: $80.00 Total: $80.00

1.4 Helper - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Quantity: 1 UOM: hr Unit Price: $55.00 Total: $55.00

1.5 Mechanic - Labor Rates (Saturday and Sunday, Anytime)

Quantity: 1 UOM: hr Unit Price: $80.00 Total: $80.00

1.6 Helper - Labor Rates (Saturday and Sunday, Anytime)

Quantity: 1 UOM: hr Unit Price: $55.00 Total: $55.00

1.7 Mechanic - Labor Rates (Holidays, Anytime)

Quantity: 1 UOM: hr Unit Price: $80.00 Total: $80.00

1.8 Helper - Labor Rates (Holidays, Anytime)

Quantity: 1 UOM: hr Unit Price: $55.00 Total: $55.00

2 Package Header

Preventative Maintenance (Annual, Semi-Annual and Quarterly) for various Co-op Agencies as listed in Exhibit 1 thru Exhibit 17.

Quantity: 1 Total: $123,740.00

Package Items

2.1 Exhibit 1A - Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $5,160.00 Total: $5,160.00

2.2 Exhibit 1B - Semi-Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $10,220.00 Total: $10,220.00

2.3 Exhibit 2 - Semi-Annual Preventative Maintenance for City of Coral Springs as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $12,120.00 Total: $12,120.00

2.4 Exhibit 3A - Quarterly Preventative Maintenance for City of Deerfield Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $8,400.00 Total: $8,400.00

2.5 Exhibit 3B - Semi-Annual Preventative Maintenance for City of Deerfield Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $480.00 Total: $480.00

2.6 Exhibit 4 - Annual Preventative Maintenance for City of Greenacres as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $1,080.00 Total: $1,080.00

2.7 Exhibit 5 - Semi-Annual Preventative Maintenance for City of Lauderdale Lakes as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,640.00 Total: $2,640.00

2.8 Exhibit 6 - Quarterly Preventative Maintenance for City of Pompano Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $18,480.00 Total: $18,480.00

2.9 Exhibit 7A - Semi-Annual Preventative Maintenance for City of Sunrise as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,480.00 Total: $3,480.00

2.10 Exhibit 7B - Annual Preventative Maintenance for City of Sunrise as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $4,260.00 Total: $4,260.00

2.11 Exhibit 8A - Annual Preventative Maintenance for City of Tamarac as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $1,860.00 Total: $1,860.00

2.12 Exhibit 8B - Semi-Annual Preventative Maintenance for City of Tamarac as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $1,860.00 Total: $1,860.00

2.13 Exhibit 9 - Semi-Annual Preventative Maintenance for Town of Palm Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,280.00 Total: $2,280.00

2.14 Exhibit 10 - Semi-Annual Preventative Maintenance for City of Aventura as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $360.00 Total: $360.00

2.15 Exhibit 11 - Semi-Annual Preventative Maintenance for City of Weston as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,400.00 Total: $2,400.00

2.16 Exhibit 12 - Semi-Annual Preventative Maintenance for City of Margate as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,960.00 Total: $3,960.00

2.17 Exhibit 13 - Quarterly Preventative Maintenance for City of Fort Lauderdale as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $29,520.00 Total: $29,520.00

2.18 Exhibit 14 - Semi-Annual Preventative Maintenance for City of West Palm Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $8,040.00 Total: $8,040.00

2.19 Exhibit 15 - Annual Preventative Maintenance for City of North Lauderdale as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $1,320.00 Total: $1,320.00

2.20 Exhibit 16 - Semi-Annual Preventative Maintenance for Town of Davie as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,480.00 Total: $3,480.00

2.21 Exhibit 17 - Semi-Annual Preventative Maintenance for City of Hallandale Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $480.00 Total: $480.00

3 Cost-Plus Percentage Markup on Parts.

UOM: Percentage Total: 15%

4 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: hr Unit Price: $500.00 Total: $500.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

5 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: day Unit Price: $500.00 Total: $500.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

6 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: wkly Unit Price: $500.00 Total: $500.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

Response Total:125,730.50

EXHIBIT "B"

SCOPE OF SERVICES

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SECTION VI - SCOPE OF SERVICES

1. General Requirements

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Florida Governmental Purchasing Co-Operative Group with the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors for various City and Co-operative Agencies facilities. Any further reference in the Invitation to Bid to the City shall apply to all participating agencies referenced in this ITB. Due to the Co-operative nature of this contract involving several agencies, it may be necessary to establish a multiple award contract for the products and services pertaining to this ITB.

2. Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Purchasing Co-operative Group and have indicated their willingness to participate in this contract. Estimated annual expenditures, contact information, and addresses are provided below.

NORTHERN ZONE

BROWARD SHERIFF'S OFFICE
Estimate annual expenditure: $25,000.00
2601 W. Broward Blvd
Ft Lauderdale, FL 33312
Contact: Auret Gil
Phone: (954) 831-8170
auret_gil@sheriff.org

CITY OF CORAL SPRINGS
Estimate annual expenditure: $32,000.00
9500 W. Sample Road
Coral Springs, FL 33065
Contact: Nick Orcutt
Phone: (954) 344-1103
Fax: (954) 344-1186
norcutt@coralsprings.org

CITY OF DEERFIELD BEACH
Estimate annual expenditure: $12,000.00
401 SW 4th Street
Deerfield Beach, FL, 33441
Contact: Amirali Nilchian
Phone: (954) 480-4315
Fax: (954) 344-1186
anilchian@deerfield-beach.com

CITY OF GREENACRES
Estimate annual expenditure: $5,000.00
5800 Melaleuca Lane
Greenacres, FL 33463
Contact: Monica Powery
Phone: (561) 642-2039
Fax: (561) 642-2037
mpowery@greenacresfl.gov

CITY OF LAUDERDALE LAKES
Estimate annual expenditure: $3,000.00
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Contact: Bobbi Williams
Phone: (954) 535-2816
Fax: (954) 535-1892
bobbiw@lauderdalelakes.org

CITY OF MARGATE
Estimate annual expenditure: $15,000.00
5790 Margate Blvd
Margate, FL 33063
Contact: Spencer Shambray
Phone: (954) 935-5341
Fax: (954) 935-5258
sshambray@margatefl.com

CITY OF POMPANO BEACH
Estimate annual expenditure: $10,000.00
1190 NE 3rd Avenue, Bldg C
Pompano Beach, FL 33060
Contact: Jeffrey English
Phone: (954) 786-4098
Fax: (954) 786-4168
Jeffrey.english@copbfl.com

CITY OF TAMARAC
Estimate annual expenditure: $10,000.00
7525 NW 88TH Avenue
Tamarac, FL 33321
Contact: Keith Glatz
Phone: (954) 597-3570
Fax: (954) 597-3565
keithg@tamarac.org

CITY OF WEST PALM BEACH
Estimated annual expenditure: $60,000.00
1306 Allendale Rd,
West Palm Beach FL 33405
Contact: Jeff Rockhill
O: 561-804-4749
C: 561-323-3205
jrockhill@wpb.org

CITY OF PARKLAND
Estimate annual expenditure: $10,000.00
6500 Parkside Drive
Parkland, FL 33067
Contact: Anthony Cariveau
Phone: (954) 757-4177
Fax: (954) 341-5161
acariveau@cityofparkland.org

CITY OF SUNRISE
Estimate annual expenditure: $20,000.00
10770 W Oakland Park Blvd
Sunrise, FL 33351
Contact: Holly Raphaelson
Phone: (954) 572-2202
Fax: (954) 578-4809
hraphaelson@sunrisefl.org

TOWN OF PALM BEACH
Estimate annual expenditure: $10,000.00
951 Old Okeechobee Road, Suite D
West Palm Beach, FL 33401
Contact: Dean Mealy
Phone: (561) 227-7001
Fax: (561) 835-4688
dmealy@townofpalmbeach.com

CITY OF NORTH LAUDERDALE
Estimated annual expenditure: $5,000.00
701 SW 71st Avenue
North Lauderdale, FL 33068
Contact: Andrew Rozwadowski
Phone: 954-597-4776
Fax: 954-597-4818
arozwadowski@nlauderdale.org

CITY OF FORT LAUDERDALE
Estimated annual expenditure: $95,000.00
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301
Contact: Stefan Mohammed
Phone: 954-828-5351
Fax: 954-828-5576
SMohammed@fortlauderdale.gov

SOUTHERN ZONE

TOWN OF DAVIE
Estimate annual expenditure: $15,000.00
6951 Orange Drive
Davie, FL 33314
Contact: Jenna Albers
Phone: (954) 797-1131
Fax: (954) 797-1049
jalbers@davie-fl.gov

CITY OF HALLANDALE BEACH
Estimated annual expenditure: $10,000.00
630 NW 2nd Street
Hallandale Beach, FL 33309
Contact: Andrea Lues
Phone: (954) 457-1332
Fax: (954) 457-1342
alues@cohb.org

CITY OF WESTON
Estimated annual expenditure: $5,000.00
2599 S. Post Road
Weston, FL 33310
Contact: Martha Perez-Garviso
Phone: (954) 385-2000
Fax: (954) 385-2610
mperezgarviso@westonfl.org

CITY OF NORTH MIAMI BEACH
Estimated annual expenditure: $10,000.00
17011 NE 19th Avenue
North Miami Beach, FL 33162
Contact: Eugene Baer
Phone: 305-948-2936
Fax: 305-919-1838
Eugene.baer@citynmb.com

CITY OF AVENTURA
Estimated annual expenditure: $5,000.00
19200 W Country Club Drive
Aventura, FL 33180
Contact: Indra Sarju
Phone: 305-466-8925
Fax: 305-466-8939
sarjui@cityofaventura.com

3. Scope of Services

a. The services to be performed by the Contractor shall consists of furnishing all labor, parts and material, equipment, tools, supervision, travel, insurances, permits and incidentals necessary to provide full repair service, including installations, inspections, adjustments, test, and repairs to keep the overhead roll-up doors and grills, and hydraulic bi-fold doors in continuous useand efficiency for the intended purpose.

b. The Successful Offeror shall have an established service shop in Broward County, Palm Beach County or Dade County for a minimum period of three (3) years specializing in selling and repairing of overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors.

c. The Contractor shall provide all labor, parts and material, equipment and tools required for therepair of manual and electric powered overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors at the locations specified in the bid documents.

i. All work performed shall return mechanical equipment to original equipment specifications and performance. Contractor shall have the experience and capability for repairing all manufacturer types and sizes of doors listed in this Invitation to Bid.

ii. All equipment shall be serviced in a manner, which meets or exceeds the requirements of the original manufacturer and their specifications.

iii. The Contractor shall provide replacement parts as required during the term of the contract. Only Original Equipment Manufacturer (OEM) parts shall be utilized unless authorized by the Contract Administrator or his/her designee.

iv. Work shall be accomplished during normal business hours Monday through Friday (8:00 a.m. to 5:00 p.m.) unless otherwise scheduled by the Contract Administrator or his/her designee. Work hours may continue past a normal eight (8) hour work shift if required. Overtime hours shall be from 5:01 p.m. to 7:59 a.m., Monday through Friday and all hours Saturday and Sunday and approved holidays of the trade. Overtime hours shall be approved prior to work being performed by the Contract Administrator or his/her designee.

v. Contractor shall have communication capabilities for 24 hours per day/7 days per week.A telephone answering system will not be acceptable.

vi. During normal working hours the Contractor must respond on-site within two (2) hours after receiving a call. For emergency service called in after normal working hours, the Contractor shall respond by phone within fifteen (15) minutes and on site within two (2) hours, unless other arrangements are made by the Contract Administrator or his/her designee.

vii. The Fire Rescue Department and Police Department require emergency service and repairs 24 hours per day/7 days per week. The continuous uninterrupted and satisfactory operation of the overhead roll-up doors and grills, and hydraulic bi-fold doors is a vital factor in the ability of the Fire Rescue Department and Police Department to respond ina timely manner to their emergency calls. Due to the nature of the emergency services performed by Public Safety Agencies, the Contractor shall provide all Public Safety facilities priority on service calls 24 hours a day/7 days per week.

viii. All repairs shall include diagnosis, removal and replacement of defective electrical and mechanical components, as required.

d. The Contractor may be required to submit a written estimate on each job if the cost of repairs exceeds two hundred dollars ($200.00). The written estimate shall be based on the requirements of labor hours for each classification (mechanic, helper), parts and material, etc. for a specific repair job. The written estimate shall be broken down by hours per mechanic and helper and a separate price for parts and materials. The date of completion of the repairs shall be included. Lump sum estimates shall not be accepted. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Price quotations shall remain firm for thirty (30) days. The preparation of all price quotations shall be provided at no cost or obligation to the City.

e. Contractor shall bill for actual time spent at the job site for servicing and repairing the equipment. The hourly rate per call, whether equipment is repaired/serviced at the site or at the Contractor's shop, shall remain fixed throughout the term of the contract. Payment will be made only for actual work completed and time will be pro-rated as the actual time spent at the job site. All mileage and/or travel time shall be included in the hourly rate.

i. The first hour of the service call shall only be charged once per repair i.e. after the initial service call, all subsequent half hours shall be as per the hourly rate specified on the BidSchedule pages even if the Contractor leaves the job site and returns another time to complete the job. Helper charges will only be charged when necessary. Contractor maybe requested to justify the need for a helper.

f. Contractor shall stock on the service truck, if possible, all parts necessary to make repairs at the time of first response. In the event repairs cannot be completed at the first service call, the Contractor shall complete the repairs within forty-eight (48) hours after the initial call for repairs.

g. When an immediate repair is not possible, the Contractor may be requested to secure the overhead roll-up door or grill, or hydraulic bi-fold door in the closed position or to the greatest extent practical in order to protect the integrity of the facility, its occupants and contents.

h. In the event that a repair takes more than three (3) days to complete, the Contractor shall provide a daily progress report to the Contract Administrator or his/her designee. The Contractor shall make status calls to the Contract Administrator or his/her designee on theexpected completion time for each job.

i. If the job completion extends beyond twelve (12) days without the approval from the Contract Administrator or his/her designee, the City reserves the right to secure three (3) competitive quotes and award the job to another vendor.

j. All new equipment with manufacturer's warranty shall be installed and serviced only by an authorized service representative of the manufacturer for the duration of the warranty period. It shall be the authorized service representative responsibility for obtaining any reimbursements of payment due for performance of repair installation of parts guaranteed under any manufacturer's warranties from the manufacturer. The City will not be billed for any repairs made under the manufacturer's warranty.

k. Offerors shall provide a fixed percentage discount or mark-up for various parts and new equipment required for repairs and replacement to overhead roll-up doors and grills, and hydraulic bi-fold doors.

4. Preventive Maintenance

a. Preventive Maintenance shall be requested by the City and Co-operative Agencies as an option in this bid. Offerors shall provide a total Lump Sum for Exhibit 1 thru Exhibit 24 as listed under Bid Line Items for overhead roll-up doors and grills, and hydraulic bi-fold doors. The City and all the other Co-operative Agencies are under no obligation to select thepreventive maintenance program as part of their contract. Participation will vary from each Co-operative Agency.

b. Offerors shall provide pricing for Exhibit 1 thru Exhibit 24 and submit them with their Response Attachments.

c. The Successful Offeror(s) shall provide annual, semi-annual and quarterly inspection service/preventive maintenance service calls or as listed in the Bid Line Items, Exhibit 1 thru Exhibit 24.

d. Preventive maintenance program shall include preventive and remedial maintenance, notlimited to:

i. Adjustments
ii. Lubrications
iii. Hydraulic fluid and seals
iv. Replacement parts
v. Verification of proper calibration
vi. Performance of an electrical check
vii. Mechanical operations are consistent with applicable product specifications

e. Contractor shall provide the City with a written report to identify any replaced parts or recommendation for replacement parts after each repair and/or inspection.

f. Contractor shall schedule the preventative maintenance with each Co-operative Agency. The schedules will vary with each Co-operative Agency.

5. Quality Control

Contractor shall be required to establish a written quality control program to insure requirements of the contract. A list of quality control requirements are as follows:

- Record of response performance
- Total elapsed time from receipt of call to arrival at the job site.
- Number of trips required to complete each repair/installation.
- Number of mechanics and/or helpers required to complete each repair.

6. Doors

Contractor shall replace overhead roll-up doors with 22-gauge galvanized steel doors, and overhead sectional/slot doors with 24-gauge galvanized steel with trusses or the latest code

requirements, and hydraulic bi-fold doors with 24-gauge galvanized steel. Doors shall be electrically operated and furnished with three (3) handheld remote-control units. All overhead roll-up doors and grills, and hydraulic bi-fold doors shall meet the manufacturer's specifications.

7. **Installation**

   a. All installations shall also include off-loading all items to interim locations as directed by the Contract Administrator or his/her designee. Items shall be unpacked from all cartons, boxes, etc., assembled, set-in place, prepared and ready for use. Contractor shall remove all trash and debris to the satisfaction of the City.

   b. Any installation work that requires 120-volt electrical hook-up shall require a City permit and provide the City with proof of subcontractors State of Florida Certified Electrical Contractor License prior to any work.

8. **Warranty**

   a. Upon installation, all overhead roll-up doors, overhead sectional/slot doors and grills, and bi-fold doors shall include all parts and materials necessary for its complete operation. All products must comply with specifications in accordance with the National Fire Protection Association (NFPA). All the doors must be guaranteed for the period specified under manufacturer's warranty period. All labor and workmanship for replacement parts and suppliesshall be fully warranted and guaranteed for a minimum of one (1) year from date of completionand acceptance. The contract is required to expressly warrant that all items are new and free from defects warranted for their merchantability and meet the performance specification of the original equipment.

   b. The Contractor shall address unsatisfactory work within twenty-four (24) hours of notification by the Contract Administrator or his/her designee.

9. **Miscellaneous Materials, Equipment, and Parts**

   a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall not exceed $200 per repair without the approval of the City's Contract Administrator or his/her designee. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.

   b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

10. Service Tickets

The Contractor will be required to complete a separate service ticket for each piece serviced. Contractor shall complete the service ticket showing the following information:

- Description of problem
- Description of service performed
- Equipment's Manufacturer, Model Number and Serial Number
- Location where service was performed
- Parts used, if any
- Name of technician who performed the service
- Date of service (start and completion time)

11. Service Records

The Contractor shall allow the City free and complete access to its records and enable an audit of the performance of contract in this respect. The Contractor will be required to maintain a service history of each and every equipment listed under this contract. (This service will be performed at no additional charge).

12. Authorization to Request Service and Repair

A list of City personnel authorized to request service and repair work shall be provided to the Successful Offeror(s) prior to any work.

13. Security

a. The awarded Contractor shall be required by several Co-operative Agencies to complete a "CONTRACTOR PASS REQUEST FORM" (Refer to Attachments, Exhibit B), with photo identification of all personnel authorized to be on City property, including but not limited to Fire Rescue Stations, Police Departments, Utility and Water Plants. This form shall be sent to the Successful Offeror(s) with the notification of award letter(s) and shall be returned to the Purchasing Division when completed.

b. Personnel additions and/or deletions shall be reported to the City's Contract Administrator or his/her designee within twenty-four (24) hours of the change in writing via fax or e-mail to the Co-op Agency utilizing the security notification form that will be provided to the Successful Offeror(s).

c. All personnel shall report to the City's designated representative at each site for check-in upon arrival at any City facility. Photo identification of person, their purpose of visit, and name of contact person at the City facility, shall be required for entry. Contractor shall ensure that only authorized personnel perform the services requested by the City.

d. Upon leaving Utility premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

e. The awarded Contractor shall be held responsible for complying with these procedures. Some Agencies may require the Contractor to provide preventative maintenance with (48) hours of notification by the Agency.

14. Additions/Deletions/Changes

The City and participating Co-operative Agencies reserve the right to add, delete, or change the Overhead Doors, Grills and Hydraulic Bi-Fold Doors requiring service and maintenance in

accordance with the terms, conditions and scopeof service contained in this ITB. The Contractor shall provide a credit based on the prices submittedby the Contractor when equipment is deleted. Pricing for additions shall be consistent with theprices contained in the Bid Line Items.

15. Protection of Property

a. The Contractor shall at all times guard against damage or loss to City property (includes road, facilities, sewers, signage, utilities, irrigation system, plant material, etc.) and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Parks Superintendent or his designee or Code Compliance.

b. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition.

c. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

16. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

17. Contractor's Personnel

a. The Successful Offeror(s) shall provide the City with a list of all personnel (including supervisory personnel) assigned to the contract. The list shall include the names, emergency telephone and cellular phone numbers. The Contractor shall be responsible for keeping this list up to date.

b. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.

c. The Contractors personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. TheContractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

d. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.

e. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

18. Contractor's Vehicles

a. Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.

b. Contractor's vehicles will have assigned vehicle ID #'s and display company name and logoso City staff can denote which vehicles were working at which locations during site inspections.

19. Miscellaneous Materials, Equipment, and Parts

a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall never exceed $200 per repair. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.

b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

c. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and COAST TO COAST GARAGE DOOR, LLC (CONTRACTOR), as follows:

W I T N E S S E T H:

WHEREAS, pursuant to Invitation to Bid #22-24-PC (the "ITB") the CITY accepted competitive bids for Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors (the "Products and Services"); and

WHEREAS, the Products and Services are delineated in the ITB; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Response constitute the entire Contract and describe the Products and Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, the City staff and the City Commission has determined that (1) of (3) lowest, responsive and responsible bids was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the Contract at a competitive price; and

WHEREAS, this is a Co-operative Contract with the CITY as lead agency for other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, this is a multiple-award with three (3) responsive and responsible CONTACTORS, in the best interest of the City and all other participating Southeast Florida Governmental Purchasing Co-Operative Group agencies; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Products and Services on September 6, 2022, Resolution No. 2022/153;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I
INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This CONTRACT, the ITB, together with CONTRACTOR'S response to the ITB, attached as (Exhibit "A") shall constitute the entire CONTRACT. The parties agree that the Scope of Services, attached as (Exhibit "B") is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms

and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

1.3 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.4 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this CONTRACT.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

2.1 The initial CONTRACT term shall be for two (2) years and shall commence on September 18, 2022 and end on September 17, 2024. The City reserves the right to renew the CONTRACT for three (3) additional one (1) year renewal terms, providing City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.

2.2 In the event services are scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3
COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses. The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4
TERMINATION OR SUSPENSION

4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience

by the CITY shall be effective on the termination date stated in the written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT, or other breach of this CONTRACT. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.

4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.

4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.2 of Article 7.

4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.7 In the event a CONTRACTOR is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of thecontract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non- discrimination requirements in

49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6
INSURANCE

6.1 CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

1. General

a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.

b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and securewaivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits,

coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages
CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and allapplicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

c. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the CONTRACT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If CONTRACTOR does not comply with this section, the CITY shall enforce the CONTRACT provisions in accordance with the CONTRACT and may unilaterally cancel this CONTRACT in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

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

CITY CUSTODIAN OF PUBLIC RECORDS:
SAMANTHA GILLYARD, CITY CLERK
150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiverby the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of

Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third-party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

_____

_____

_____

_____

7.7 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

7.8 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to

terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 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 CONTRACT and executed by the CITY's Signature and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.13 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

7.15.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this

CONTRACT at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.

7.15.2 If this CONTRACT is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.

7.15.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this CONTRACT.

7.15.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR 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 CONTRACT. 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 Contract is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

7.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

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IN WITNESS WHEREOF the parties have caused these presents to be executed.

WITNESSES:

CITY OF DEERFIELD BEACH

By: David Santucci
DAVID SANTUCCI, CITY MANAGER

Date: 9/27/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Witness)

(Corporate Seal, if applicable)

Coast to Coast garage Door LLC
(Corporation Name)

By: Jerome Payne
(Signature)

Jerome Payne President
(Type Name/Title Signed Above)

Date: 9/26/2022

EXHIBIT "A"

CONTRACTOR'S RESPONSE

Deerfield Beach
Florida

22-24-PC Addendum 3
Coast To Coast Garage Door,LLC
Coast To Coast Garage Door,LLC
Supplier Response

Event Information

Number:	22-24-PC Addendum 3
Title:	Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors
Type:	Invitation to Bid
Issue Date:	4/22/2022
Deadline:	5/12/2022 02:00 PM (ET)
Notes:	The City of Deerfield Beach is soliciting sealed responses from vendors for the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors in accordance with the terms, conditions, scope of services of this formal competitive solicitation.

Contact Information

Contact: Paul Collette, Buyer
Address: Purchasing and Contract Administration Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Coast To Coast Garage Door,LLC Information

Contact:	jerome payne
Address:	10501 NW 50th ST ste 106 sunrise, FL 33351
Phone:	(954) 653-1600
Fax:	(954) 840-9257
Email:	service@c2cgaragedoors.com
Web Address:	coast2coastgaragedoor.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Jerome payne
Signature

c2cgaragedoor@live.com
Email

Submitted at 5/12/2022 7:34:09 AM

Requested Attachments

Experience and Qualifications

Jerome Payneresume.docx

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required

Current and Past Performances

Past Performance.pdf

Offeror shall identify three (3) current and past performances within a minimum of three (3) years where the Offeror has provided similar services as requested in this solicitation. Please provide the following information for each performance: 1. The name of owner and year(s) performed the services. 2. A description of the services. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in involved with the services.

Preventative Maintenance Pricing - Exhibit 1A thru Exhibit 16

Exhibit 1A-16.pdf

Offerors shall complete and submit the Preventative Maintenance Pricing - Exhibit 1A thru Exhibit 16 with their Response Attachments.

Ethics Code Disclosure

Ethics Code Disclosure.pdf

a. Include a listing of all campaign contributions to a City of Deerfield Beach Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

Coast to Coast Garage Door, LLC CBE Renewal.pdf

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 21.

Exhibit A - Fixed Percentage Discount, Mark-up, Installation

Exhibit A Mark-up.pdf

Offerors shall complete and submit Exhibit A - Fixed Percentage Discount, Mark-up, Installation with their Response Attachments.

Attachment A – Vendor Performance Reference Verification Survey Form

Reference 22-24-PC.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Attachment C - E-Verify Compliance Verification Form

E-verify Compliance.pdf

Offeror shall complete this form and submit with their response.

Copies of Applicable Licenses, Certifications & Accreditation

BWD GD 2023.pdf

Submit copies of any required licenses, certifications and/or accreditations that are required to perform the work, applicable to the work, or relative to support your firm's qualifications.

Proof of Insurability

City of Deerfield Beach.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Local Business Tax Receipt

Bwd btr 2022.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Corporate Annual Report

Sunbiz 2022.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

2022 c2c w-9.pdf

Submit a copy of your firms W-9 Form.

PDF Combined Bid Package Responses

Background check D.pdf

Provide one PDF document with all your bid package responses.

Response Attachments

22-24-PC Exhibit 15 - Annual Preventative Maintenance for City of North Lauderdale.pdf

Exhibit 15 Addenda 3

Bid Attributes

1	**Addendum 1** Addendum 1 - issued to make changes to the ITB documents (under Attachments Tab: added Exhibit D - Co-op Bid Cover Page; added Exhibit 13, Exhibit 14 and Exhibit 15; under Line Items: added 2.19 - Exhibit 15)
2	**Addendum 2** Addendum 2 - issued to make changes to the ITB documents (under Attachments Tab: Item 15 - changed Description from Semi-Annual to Annual; Item 22 - changed the Description from Exhibit 10 to Exhibit 9; Item 23 - changed the Description form Exhibit 11 to Exhibit 10; Item 27 - replace Exhibit 14 with revised Exhibit 14 only changed the Exhibit 14A to Exhibit 14 in the header of the document; added Item 29 - Exhibit 16 and Item 30 - Exhibit 17; under Response Attachment Tab: Item 3 - revised the language from Exhibit 1 thru Exhibit 24 to Exhibit 1A thru 16; under Line Items Tab: Item 2.6 - changed Description from Semi-Annual to Annual; added Item 2.20 - Exhibit 16 and Item 2.21 - Exhibit 17).
3	**Addendum 3** Addendum 3 - issued to make changes to the ITB documents (under Attachments Tab: replace Exhibit 15 with revised Exhibit 15; under Line Items: added 5 and 6)

4 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Yes

5 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

☑ I Affirm (Vendor Indemnifies City)

6 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;

2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;

3. Such response is genuine and is not a collusive or sham response;

4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☑ I Affirm (Non-Collusion Affirmed)

7 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☑ I affirm (Affirmed)

8 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a local vendor.

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business.

IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Jerome Payne

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

N/A

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

9

15 References

Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required.

☑ I have completed and attached my references (Provided)

16 Licenses and Certifications

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

☑ Yes (Yes)

17 Use of Subcontractors

Will you be using any subcontractors?

No

18 List of Subcontractors

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

None

19 Default and Non-Performance History

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

None

20 Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

N/A

21 Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

None

22 Verification of Employment Status

The successful Offeror affirms to 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 the contract. 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 the contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

☑ I Affirm (Complies with E-Verify Requirement)

23 Attachment A – References & Vendor Performance Reference Verification Survey Form

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

☑ I have completed and attached my references (Provided)

24 Background Check Affidavit

Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment D) if awarded the contract.

☑ I Affirm (I Affirm)

25 **Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

N/A

Bid Lines

1 Package Header

Labor Rates during normal business hours (Monday - Friday 8:00 a.m. - 5:00 p.m.); Labor Rates after normal business hours (5:01 p.m. - 7:59 a.m.); Labor Rates (Saturday and Sunday, Anytime); Labor Rates (Holidays, Anytime).

Quantity: 1 Total: $695.00

Package Items

1.1 Mechanic - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Quantity: 1 UOM: hr Unit Price: $80.00 Total: $80.00

1.2 Helper - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Quantity: 1 UOM: hr Unit Price: $50.00 Total: $50.00

1.3 Mechanic - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Quantity: 1 UOM: hr Unit Price: $110.00 Total: $110.00

1.4 Helper - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Quantity: 1 UOM: hr Unit Price: $60.00 Total: $60.00

1.5 Mechanic - Labor Rates (Saturday and Sunday, Anytime)

Quantity: 1 UOM: hr Unit Price: $110.00 Total: $110.00

1.6 Helper - Labor Rates (Saturday and Sunday, Anytime)

Quantity: 1 UOM: hr Unit Price: $60.00 Total: $60.00

1.7 Mechanic - Labor Rates (Holidays, Anytime)

Quantity: 1 UOM: hr Unit Price: $150.00 Total: $150.00

1.8 Helper - Labor Rates (Holidays, Anytime)

Quantity: 1 UOM: hr Unit Price: $75.00 Total: $75.00

2 Package Header

Preventative Maintenance (Annual, Semi-Annual and Quarterly) for various Co-op Agencies as listed in Exhibit 1 thru Exhibit 24.

Quantity: 1 Total: $132,300.00

Package Items

2.1 Exhibit 1A - Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $4,300.00 Total: $4,300.00

2.2 Exhibit 1B - Semi-Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $8,600.00 Total: $8,600.00

2.3 Exhibit 2 - Semi-Annual Preventative Maintenance for City of Coral Springs as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $17,300.00 Total: $17,300.00

2.4 Exhibit 3A - Quarterly Preventative Maintenance for City of Deerfield Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $10,200.00 Total: $10,200.00

2.5 Exhibit 3B - Semi-Annual Preventative Maintenance for City of Deerfield Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $400.00 Total: $400.00

2.6 Exhibit 4 - Annual Preventative Maintenance for City of Greenacres as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $900.00 Total: $900.00

2.7 Exhibit 5 - Annual Preventative Maintenance for City of Lauderdale Lakes as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,200.00 Total: $2,200.00

2.8 Exhibit 6 - Annual Preventative Maintenance for City of Pompano Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $17,800.00 Total: $17,800.00

2.9 Exhibit 7A - Semi-Annual Preventative Maintenance for City of Sunrise as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,700.00 Total: $3,700.00

2.10 Exhibit 7B - Annual Preventative Maintenance for City of Sunrise as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,550.00 Total: $3,550.00

2.11 Exhibit 8A - Annual Preventative Maintenance for City of Tamarac as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,750.00 Total: $2,750.00

2.12 Exhibit 8B - Semi-Annual Preventative Maintenance for City of Tamarac as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $5,500.00 Total: $5,500.00

2.13 Exhibit 9 - Semi-Annual Preventative Maintenance for Town of Palm Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,000.00 Total: $2,000.00

2.14 Exhibit 10 - Semi-Annual Preventative Maintenance for City of Aventura as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $300.00 Total: $300.00

2.15 Exhibit 11 - Semi-Annual Preventative Maintenance for City of Weston as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,000.00 Total: $2,000.00

2.16 Exhibit 12 - Semi-Annual Preventative Maintenance for City of Margate as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,300.00 Total: $3,300.00

2.17 Exhibit 13 - Quarterly Preventative Maintenance for City of Fort Lauderdale as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $31,800.00 Total: $31,800.00

2.18 Exhibit 14 - Semi-Annual Preventative Maintenance for City of West Palm Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $10,700.00 Total: $10,700.00

2.19 Exhibit 15 - Annual Preventative Maintenance for City of North Lauderdale as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $1,700.00 Total: $1,700.00

2.20 Exhibit 16 - Semi-Annual Preventative Maintenance for Town of Davie as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,900.00 Total: $2,900.00

2.21 Exhibit 17 - Semi-Annual Preventative Maintenance for City of Hallandale Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $400.00 Total: $400.00

3 Cost-Plus Percentage Markup on Parts.

UOM: Percentage Total: 20%

4 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: hr Unit Price: $0.00 Total: $0.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

Supplier Notes: Rental equipment is cost + percentage mark-up in an amount not to exceed 5% percent.

5 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: day Unit Price: $300.00 Total: $300.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

Supplier Notes: Forklift or Scissor Lift Daily

6 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: wkly Unit Price: $750.00 Total: $750.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

Supplier Notes: Forklift or Scissor Lift Weekly

Response Total: $134,045.00

EXHIBIT "B"

SCOPE OF SERVICES

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SECTION VI - SCOPE OF SERVICES

1. General Requirements

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Florida Governmental Purchasing Co-Operative Group with the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors for various City and Co-operative Agencies facilities. Any further reference in the Invitation to Bid to the City shall apply to all participating agencies referenced in this ITB. Due to the Co-operative nature of this contract involving several agencies, it may be necessary to establish a multiple award contract for the products and services pertaining to this ITB.

2. Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Purchasing Co-operative Group and have indicated their willingness to participate in this contract. Estimated annual expenditures, contact information, and addresses are provided below.

NORTHERN ZONE

BROWARD SHERIFF'S OFFICE
Estimate annual expenditure: $25,000.00
2601 W. Broward Blvd
Ft Lauderdale, FL 33312
Contact: Auret Gil
Phone: (954) 831-8170
auret_gil@sheriff.org

CITY OF CORAL SPRINGS
Estimate annual expenditure: $32,000.00
9500 W. Sample Road
Coral Springs, FL 33065
Contact: Nick Orcutt
Phone: (954) 344-1103
Fax: (954) 344-1186
norcutt@coralsprings.org

CITY OF DEERFIELD BEACH
Estimate annual expenditure: $12,000.00
401 SW 4th Street
Deerfield Beach, FL, 33441
Contact: Amirali Nilchian
Phone: (954) 480-4315
Fax: (954) 344-1186
anilchian@deerfield-beach.com

CITY OF GREENACRES
Estimate annual expenditure: $5,000.00
5800 Melaleuca Lane
Greenacres, FL 33463
Contact: Monica Powery
Phone: (561) 642-2039
Fax: (561) 642-2037
mpowery@greenacresfl.gov

CITY OF LAUDERDALE LAKES
Estimate annual expenditure: $3,000.00
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Contact: Bobbi Williams
Phone: (954) 535-2816
Fax: (954) 535-1892
bobbiw@lauderdalelakes.org

CITY OF MARGATE
Estimate annual expenditure: $15,000.00
5790 Margate Blvd
Margate, FL 33063
Contact: Spencer Shambray
Phone: (954) 935-5341
Fax: (954) 935-5258
sshambray@margatefl.com

CITY OF PARKLAND
Estimate annual expenditure: $10,000.00
6500 Parkside Drive
Parkland, FL 33067
Contact: Anthony Cariveau
Phone: (954) 757-4177
Fax: (954) 341-5161
acariveau@cityofparkland.org

CITY OF POMPANO BEACH
Estimate annual expenditure: $10,000.00
1190 NE 3rd Avenue, Bldg C
Pompano Beach, FL 33060
Contact: Jeffrey English
Phone: (954) 786-4098
Fax: (954) 786-4168
Jeffrey.english@copbfl.com

CITY OF SUNRISE
Estimate annual expenditure: $20,000.00
10770 W Oakland Park Blvd
Sunrise, FL 33351
Contact: Holly Raphaelson
Phone: (954) 572-2202
Fax: (954) 578-4809
hraphaelson@sunrisefl.org

CITY OF TAMARAC
Estimate annual expenditure: $10,000.00
7525 NW 88TH Avenue
Tamarac, FL 33321
Contact: Keith Glatz
Phone: (954) 597-3570
Fax: (954) 597-3565
keithg@tamarac.org

TOWN OF PALM BEACH
Estimate annual expenditure: $10,000.00
951 Old Okeechobee Road, Suite D
West Palm Beach, FL 33401
Contact: Dean Mealy
Phone: (561) 227-7001
Fax: (561) 835-4688
dmealy@townofpalmbeach.com

CITY OF NORTH LAUDERDALE
Estimated annual expenditure: $5,000.00
701 SW 71st Avenue
North Lauderdale, FL 33068
Contact: Andrew Rozwadowski
Phone: 954-597-4776
Fax: 954-597-4818
arozwadowski@nlauderdale.org

CITY OF WEST PALM BEACH
Estimated annual expenditure: $60,000.00
1306 Allendale Rd,
West Palm Beach FL 33405
Contact: Jeff Rockhill
O: 561-804-4749
C: 561-323-3205
jrockhill@wpb.org

CITY OF FORT LAUDERDALE
Estimated annual expenditure: $95,000.00
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301
Contact: Stefan Mohammed
Phone: 954-828-5351
Fax: 954-828-5576
SMohammed@fortlauderdale.gov

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SOUTHERN ZONE

TOWN OF DAVIE
Estimate annual expenditure: $15,000.00
6951 Orange Drive
Davie, FL 33314
Contact: Jenna Albers
Phone: (954) 797-1131
Fax: (954) 797-1049
jalbers@davie-fl.gov

CITY OF HALLANDALE BEACH
Estimated annual expenditure: $10,000.00
630 NW 2nd Street
Hallandale Beach, FL 33309
Contact: Andrea Lues
Phone: (954) 457-1332
Fax: (954) 457-1342
alues@cohb.org

CITY OF WESTON
Estimated annual expenditure: $5,000.00
2599 S. Post Road
Weston, FL 33310
Contact: Martha Perez-Garviso
Phone: (954) 385-2000
Fax: (954) 385-2610
mperezgarviso@westonfl.org

CITY OF NORTH MIAMI BEACH
Estimated annual expenditure: $10,000.00
17011 NE 19th Avenue
North Miami Beach, FL 33162
Contact: Eugene Baer
Phone: 305-948-2936
Fax: 305-919-1838
Eugene.baer@citynmb.com

CITY OF AVENTURA
Estimated annual expenditure: $5,000.00
19200 W Country Club Drive
Aventura, FL 33180
Contact: Indra Sarju
Phone: 305-466-8925
Fax: 305-466-8939
sarjui@cityofaventura.com

3. Scope of Services

a. The services to be performed by the Contractor shall consists of furnishing all labor, parts and material, equipment, tools, supervision, travel, insurances, permits and incidentals necessary to provide full repair service, including installations, inspections, adjustments, test, and repairs to keep the overhead roll-up doors and grills, and hydraulic bi-fold doors in continuous useand efficiency for the intended purpose.

b. The Successful Offeror shall have an established service shop in Broward County, Palm Beach County or Dade County for a minimum period of three (3) years specializing in selling and repairing of overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors.

c. The Contractor shall provide all labor, parts and material, equipment and tools required for therepair of manual and electric powered overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors at the locations specified in the bid documents.

i. All work performed shall return mechanical equipment to original equipment specifications and performance. Contractor shall have the experience and capability for repairing all manufacturer types and sizes of doors listed in this Invitation to Bid.

ii. All equipment shall be serviced in a manner, which meets or exceeds the requirements of the original manufacturer and their specifications.

iii. The Contractor shall provide replacement parts as required during the term of the contract. Only Original Equipment Manufacturer (OEM) parts shall be utilized unless authorized by the Contract Administrator or his/her designee.

iv. Work shall be accomplished during normal business hours Monday through Friday (8:00 a.m. to 5:00 p.m.) unless otherwise scheduled by the Contract Administrator or his/her designee. Work hours may continue past a normal eight (8) hour work shift if required. Overtime hours shall be from 5:01 p.m. to 7:59 a.m., Monday through Friday and all hours Saturday and Sunday and approved holidays of the trade. Overtime hours shall be approved prior to work being performed by the Contract Administrator or his/her designee.

v. Contractor shall have communication capabilities for 24 hours per day/7 days per week.A telephone answering system will not be acceptable.

vi. During normal working hours the Contractor must respond on-site within two (2) hours after receiving a call. For emergency service called in after normal working hours, the Contractor shall respond by phone within fifteen (15) minutes and on site within two (2) hours, unless other arrangements are made by the Contract Administrator or his/her designee.

vii. The Fire Rescue Department and Police Department require emergency service and repairs 24 hours per day/7 days per week. The continuous uninterrupted and satisfactory operation of the overhead roll-up doors and grills, and hydraulic bi-fold doors is a vital factor in the ability of the Fire Rescue Department and Police Department to respond ina timely manner to their emergency calls. Due to the nature of the emergency services performed by Public Safety Agencies, the Contractor shall provide all Public Safety facilities priority on service calls 24 hours a day/7 days per week.

viii. All repairs shall include diagnosis, removal and replacement of defective electrical and mechanical components, as required.

d. The Contractor may be required to submit a written estimate on each job if the cost of repairs exceeds two hundred dollars ($200.00). The written estimate shall be based on the requirements of labor hours for each classification (mechanic, helper), parts and material, etc. for a specific repair job. The written estimate shall be broken down by hours per mechanic and helper and a separate price for parts and materials. The date of completion of the repairs shall be included. Lump sum estimates shall not be accepted. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Price quotations shall remain firm for thirty (30) days. The preparation of all price quotations shall be provided at no cost or obligation to the City.

e. Contractor shall bill for actual time spent at the job site for servicing and repairing the equipment. The hourly rate per call, whether equipment is repaired/serviced at the site or at the Contractor's shop, shall remain fixed throughout the term of the contract. Payment will be made only for actual work completed and time will be pro-rated as the actual time spent at the job site. All mileage and/or travel time shall be included in the hourly rate.

i. The first hour of the service call shall only be charged once per repair i.e. after the initial service call, all subsequent half hours shall be as per the hourly rate specified on the BidSchedule pages even if the Contractor leaves the job site and returns another time to complete the job. Helper charges will only be charged when necessary. Contractor maybe requested to justify the need for a helper.

f. Contractor shall stock on the service truck, if possible, all parts necessary to make repairs at the time of first response. In the event repairs cannot be completed at the first service call, the Contractor shall complete the repairs within forty-eight (48) hours after the initial call for repairs.

g. When an immediate repair is not possible, the Contractor may be requested to secure the overhead roll-up door or grill, or hydraulic bi-fold door in the closed position or to the greatest extent practical in order to protect the integrity of the facility, its occupants and contents.

h. In the event that a repair takes more than three (3) days to complete, the Contractor shall provide a daily progress report to the Contract Administrator or his/her designee. The Contractor shall make status calls to the Contract Administrator or his/her designee on theexpected completion time for each job.

i. If the job completion extends beyond twelve (12) days without the approval from the Contract Administrator or his/her designee, the City reserves the right to secure three (3) competitive quotes and award the job to another vendor.

j. All new equipment with manufacturer's warranty shall be installed and serviced only by an authorized service representative of the manufacturer for the duration of the warranty period. It shall be the authorized service representative responsibility for obtaining any reimbursements of payment due for performance of repair installation of parts guaranteed under any manufacturer's warranties from the manufacturer. The City will not be billed for any repairs made under the manufacturer's warranty.

k. Offerors shall provide a fixed percentage discount or mark-up for various parts and new equipment required for repairs and replacement to overhead roll-up doors and grills, and hydraulic bi-fold doors.

4. Preventive Maintenance

a. Preventive Maintenance shall be requested by the City and Co-operative Agencies as an option in this bid. Offerors shall provide a total Lump Sum for Exhibit 1 thru Exhibit 24 as listed under Bid Line Items for overhead roll-up doors and grills, and hydraulic bi-fold doors. The City and all the other Co-operative Agencies are under no obligation to select thepreventive maintenance program as part of their contract. Participation will vary from each Co-operative Agency.

b. Offerors shall provide pricing for Exhibit 1 thru Exhibit 24 and submit them with their Response Attachments.

c. The Successful Offeror(s) shall provide annual, semi-annual and quarterly inspection service/preventive maintenance service calls or as listed in the Bid Line Items, Exhibit 1 thru Exhibit 24.

d. Preventive maintenance program shall include preventive and remedial maintenance, notlimited to:

i. Adjustments
ii. Lubrications
iii. Hydraulic fluid and seals
iv. Replacement parts
v. Verification of proper calibration
vi. Performance of an electrical check
vii. Mechanical operations are consistent with applicable product specifications

e. Contractor shall provide the City with a written report to identify any replaced parts or recommendation for replacement parts after each repair and/or inspection.

f. Contractor shall schedule the preventative maintenance with each Co-operative Agency. The schedules will vary with each Co-operative Agency.

5. Quality Control

Contractor shall be required to establish a written quality control program to insure requirements of the contract. A list of quality control requirements are as follows:

- Record of response performance
- Total elapsed time from receipt of call to arrival at the job site.
- Number of trips required to complete each repair/installation.
- Number of mechanics and/or helpers required to complete each repair.

6. Doors

Contractor shall replace overhead roll-up doors with 22-gauge galvanized steel doors, and overhead sectional/slot doors with 24-gauge galvanized steel with trusses or the latest code

requirements, and hydraulic bi-fold doors with 24-gauge galvanized steel. Doors shall be electrically operated and furnished with three (3) handheld remote-control units. All overhead roll-up doors and grills, and hydraulic bi-fold doors shall meet the manufacturer's specifications.

7. **Installation**

   a. All installations shall also include off-loading all items to interim locations as directed by the Contract Administrator or his/her designee. Items shall be unpacked from all cartons, boxes, etc., assembled, set-in place, prepared and ready for use. Contractor shall remove all trash and debris to the satisfaction of the City.

   b. Any installation work that requires 120-volt electrical hook-up shall require a City permit and provide the City with proof of subcontractors State of Florida Certified Electrical Contractor License prior to any work.

8. **Warranty**

   a. Upon installation, all overhead roll-up doors, overhead sectional/slot doors and grills, and bi-fold doors shall include all parts and materials necessary for its complete operation. All products must comply with specifications in accordance with the National Fire Protection Association (NFPA). All the doors must be guaranteed for the period specified under manufacturer's warranty period. All labor and workmanship for replacement parts and suppliesshall be fully warranted and guaranteed for a minimum of one (1) year from date of completionand acceptance. The contract is required to expressly warrant that all items are new and free from defects warranted for their merchantability and meet the performance specification of the original equipment.

   b. The Contractor shall address unsatisfactory work within twenty-four (24) hours of notification by the Contract Administrator or his/her designee.

9. **Miscellaneous Materials, Equipment, and Parts**

   a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall not exceed $200 per repair without the approval of the City's Contract Administrator or his/her designee. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.

   b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

10. Service Tickets

The Contractor will be required to complete a separate service ticket for each piece serviced. Contractor shall complete the service ticket showing the following information:

- Description of problem
- Description of service performed
- Equipment's Manufacturer, Model Number and Serial Number
- Location where service was performed
- Parts used, if any
- Name of technician who performed the service
- Date of service (start and completion time)

11. Service Records

The Contractor shall allow the City free and complete access to its records and enable an audit of the performance of contract in this respect. The Contractor will be required to maintain a service history of each and every equipment listed under this contract. (This service will be performed at no additional charge).

12. Authorization to Request Service and Repair

A list of City personnel authorized to request service and repair work shall be provided to the Successful Offeror(s) prior to any work.

13. Security

a. The awarded Contractor shall be required by several Co-operative Agencies to complete a "CONTRACTOR PASS REQUEST FORM" (Refer to Attachments, Exhibit B), with photo identification of all personnel authorized to be on City property, including but not limited to Fire Rescue Stations, Police Departments, Utility and Water Plants. This form shall be sent to the Successful Offeror(s) with the notification of award letter(s) and shall be returned to the Purchasing Division when completed.

b. Personnel additions and/or deletions shall be reported to the City's Contract Administrator or his/her designee within twenty-four (24) hours of the change in writing via fax or e-mail to the Co-op Agency utilizing the security notification form that will be provided to the Successful Offeror(s).

c. All personnel shall report to the City's designated representative at each site for check-in upon arrival at any City facility. Photo identification of person, their purpose of visit, and name of contact person at the City facility, shall be required for entry. Contractor shall ensure that only authorized personnel perform the services requested by the City.

d. Upon leaving Utility premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

e. The awarded Contractor shall be held responsible for complying with these procedures. Some Agencies may require the Contractor to provide preventative maintenance with (48) hours of notification by the Agency.

14. Additions/Deletions/Changes

The City and participating Co-operative Agencies reserve the right to add, delete, or change the Overhead Doors, Grills and Hydraulic Bi-Fold Doors requiring service and maintenance in

accordance with the terms, conditions and scopeof service contained in this ITB. The Contractor shall provide a credit based on the prices submittedby the Contractor when equipment is deleted. Pricing for additions shall be consistent with theprices contained in the Bid Line Items.

15. Protection of Property

a. The Contractor shall at all times guard against damage or loss to City property (includes road, facilities, sewers, signage, utilities, irrigation system, plant material, etc.) and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Parks Superintendent or his designee or Code Compliance.

b. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition.

c. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

16. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

17. Contractor's Personnel

a. The Successful Offeror(s) shall provide the City with a list of all personnel (including supervisory personnel) assigned to the contract. The list shall include the names, emergency telephone and cellular phone numbers. The Contractor shall be responsible for keeping this list up to date.

b. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.

c. The Contractors personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. TheContractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

d. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.

e. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

18. Contractor's Vehicles

a. Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.

b. Contractor's vehicles will have assigned vehicle ID #'s and display company name and logoso City staff can denote which vehicles were working at which locations during site inspections.

19. Miscellaneous Materials, Equipment, and Parts

a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall never exceed $200 per repair. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.

b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

c. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and DOOR SYSTEMS OF SOUTH FLORIDA, INC. (CONTRACTOR), as follows:

W I T N E S S E T H:

WHEREAS, pursuant to Invitation to Bid #22-24-PC (the "ITB") the CITY accepted competitive bids for Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors (the "Products and Services"); and

WHEREAS, the Products and Services are delineated in the ITB; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Response constitute the entire Contract and describe the Products and Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, the City staff and the City Commission has determined that (1) of (3) lowest, responsive and responsible bids was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the Contract at a competitive price; and

WHEREAS, this is a Co-operative Contract with the CITY as lead agency for other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, this is a multiple-award with three (3) responsive and responsible CONTACTORS, in the best interest of the City and all other participating Southeast Florida Governmental Purchasing Co-Operative Group agencies; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Products and Services on September 6, 2022, Resolution No. 2022/153;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I
INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This CONTRACT, the ITB, together with CONTRACTOR'S response to the ITB, attached as (Exhibit "A") shall constitute the entire CONTRACT. The parties agree that the Scope of Services, attached as (Exhibit "B") is a description of obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms

and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

1.3 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the ITB, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.4 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this CONTRACT.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

2.1 The initial CONTRACT term shall be for two (2) years and shall commence on September 18, 2022 and end on September 17, 2024. The City reserves the right to renew the CONTRACT for three (3) additional one (1) year renewal terms, providing City Manager approval and providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the ITB.

2.2 In the event services are scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3
COMPENSATION

3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4
TERMINATION OR SUSPENSION

4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience

by the CITY shall be effective on the termination date stated in the written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT, or other breach of this CONTRACT. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.

4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.

4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.2 of Article 7.

4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

4.7 In the event a CONTRACTOR is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of thecontract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non- discrimination requirements in

49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.

5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6
INSURANCE

6.1 CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

1. General

a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.

b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and securewaivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits,

coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages
CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars ($1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and allapplicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT; RETENTION OF RECORDS; PUBLIC RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

c. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the CONTRACT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If CONTRACTOR does not comply with this section, the CITY shall enforce the CONTRACT provisions in accordance with the CONTRACT and may unilaterally cancel this CONTRACT in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

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

CITY CUSTODIAN OF PUBLIC RECORDS:
SAMANTHA GILLYARD, CITY CLERK
150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

7.3 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiverby the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of

Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third-party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

_____

_____

_____

_____

7.7 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

7.8 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to

terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 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 CONTRACT and executed by the CITY's Signature and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.13 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

7.15.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this

CONTRACT at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.

7.15.2 If this CONTRACT is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.

7.15.3 CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this CONTRACT.

7.15.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR 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 CONTRACT. 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 Contract is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

7.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused these presents to be executed.

WITNESSES:

CITY OF DEERFIELD BEACH

By: David Santucci
DAVID SANTUCCI, CITY MANAGER

Date: 10/3/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Witness)

(Corporate Seal, if applicable)

Door Systems of South Florida
(Corporation Name)

By: Blair Novy
(Signature)

Blair Novy President
(Type Name/Title Signed Above)

Date: 9/30/2022

DocuSign Envelope ID: B5CDF181-2C6A-49CD-AC36-41D3DB837796

EXHIBIT "A"

CONTRACTOR'S RESPONSE

Deerfield Beach
Florida

22-24-PC Addendum 3
Door Systems of South Florida
Supplier Response

Event Information

Number:	22-24-PC Addendum 3
Title:	Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors
Type:	Invitation to Bid
Issue Date:	4/22/2022
Deadline:	5/12/2022 02:00 PM (ET)
Notes:	The City of Deerfield Beach is soliciting sealed responses from vendors for the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors in accordance with the terms, conditions, scope of services of this formal competitive solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing and Contract Administration Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Door Systems of South Florida Information

Address: 1300 NW 15th Avenue
Pompano Beach, FL 33069
Phone: (954) 935-7000
Fax: (954) 935-7050
Email: bzeigen@doorsystemssfl.com
Web Address: www.doorsystemssfl.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Blair Novy
Signature

bnovy@doorsystemssfl.com
Email

Submitted at 5/11/2022 11:14:02 AM

Requested Attachments

Experience and Qualifications

Qualifications Combined.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required

Current and Past Performances

References.docx

Offeror shall identify three (3) current and past performances within a minimum of three (3) years where the Offeror has provided similar services as requested in this solicitation. Please provide the following information for each performance: 1. The name of owner and year(s) performed the services. 2. A description of the services. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in involved with the services.

Preventative Maintenance Pricing - Exhibit 1A thru Exhibit 16

PM Pricing Sheets.pdf

Offerors shall complete and submit the Preventative Maintenance Pricing - Exhibit 1A thru Exhibit 16 with their Response Attachments.

Ethics Code Disclosure

Ethics Disclosure.pdf

a. Include a listing of all campaign contributions to a City of Deerfield Beach Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 21.

Exhibit A - Fixed Percentage Discount, Mark-up, Installation

Exhibit A Fixed %.pdf

Offerors shall complete and submit Exhibit A - Fixed Percentage Discount, Mark-up, Installation with their Response Attachments.

Attachment A – Vendor Performance Reference Verification Survey Form

CCF_000396.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Attachment C - E-Verify Compliance Verification Form

E Verification.pdf

Offeror shall complete this form and submit with their response.

Copies of Applicable Licenses, Certifications & Accreditation

2022 BROWARD CC.pdf

Submit copies of any required licenses, certifications and/or accreditations that are required to perform the work, applicable to the work, or relative to support your firm's qualifications.

Proof of Insurability

City of Fort Lauderdale.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Local Business Tax Receipt

Broward BTR.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Corporate Annual Report

Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

W9 Signed 2022.pdf

Submit a copy of your firms W-9 Form.

PDF Combined Bid Package Responses

2022 Bid Package COMBINED.pdf

Provide one PDF document with all your bid package responses.

Bid Attributes

1	**Addendum 1** Addendum 1 - issued to make changes to the ITB documents (under Attachments Tab: added Exhibit D - Co-op Bid Cover Page; added Exhibit 13, Exhibit 14 and Exhibit 15; under Line Items: added 2.19 - Exhibit 15)
2	**Addendum 2** Addendum 2 - issued to make changes to the ITB documents (under Attachments Tab: Item 15 - changed Description from Semi-Annual to Annual; Item 22 - changed the Description from Exhibit 10 to Exhibit 9; Item 23 - changed the Description form Exhibit 11 to Exhibit 10; Item 27 - replace Exhibit 14 with revised Exhibit 14 only changed the Exhibit 14A to Exhibit 14 in the header of the document; added Item 29 - Exhibit 16 and Item 30 - Exhibit 17; under Response Attachment Tab: Item 3 - revised the language from Exhibit 1 thru Exhibit 24 to Exhibit 1A thru 16; under Line Items Tab: Item 2.6 - changed Description from Semi-Annual to Annual; added Item 2.20 - Exhibit 16 and Item 2.21 - Exhibit 17)
3	**Addendum 3** Addendum 3 - issued to make changes to the ITB documents (under Attachments Tab: replace Exhibit 15 with revised Exhibit 15; under Line Items: added 5 and 6)

4 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

Yes

5 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

☑ I Affirm (Vendor Indemnifies City)

6 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;

2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;

3. Such response is genuine and is not a collusive or sham response;

4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☑ I Affirm (Non-Collusion Affirmed)

7 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists

☑ I affirm (Affirmed)

8 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a local vendor with no derogatory history

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business.

IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Blair Novy, President and Erin Novy Rice, Vice President

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

None

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

28

15 References

Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required.

☑ I have completed and attached my references (Provided)

16 Licenses and Certifications

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

☑ Yes (Yes)

17 Use of Subcontractors

Will you be using any subcontractors?

No

18 List of Subcontractors

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

None

19 Default and Non-Performance History

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

No

20 Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

None

21 Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

None

22 Verification of Employment Status

The successful Offeror affirms to 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 the contract. 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 the contract is terminated for a violation of the statute by the successful proposer, the successful proposer *may not be awarded a public contract for a period of 1 year after the date of termination.*

☑ I Affirm (Complies with E-Verify Requirement)

23 Attachment A – References & Vendor Performance Reference Verification Survey Form

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

☑ I have completed and attached my references (Provided)

24 Background Check Affidavit

Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment D) if awarded the contract.

☑ I Affirm (I Affirm)

25 Criminal Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

None

Bid Lines

1 Package Header

Labor Rates during normal business hours (Monday - Friday 8:00 a.m. - 5:00 p.m.); Labor Rates after normal business hours (5:01 p.m. - 7:59 a.m.); Labor Rates (Saturday and Sunday, Anytime); Labor Rates (Holidays, Anytime).

Quantity: 1 Total: $750.00

Package Items

1.1 Mechanic - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Quantity: 1 UOM: hr Unit Price: $70.00 Total: $70.00

1.2 Helper - Labor Rates during normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m.)

Quantity: 1 UOM: hr Unit Price: $50.00 Total: $50.00

1.3 Mechanic - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Quantity: 1 UOM: hr Unit Price: $105.00 Total: $105.00

1.4 Helper - Labor Rates after normal business hours (Monday - Friday, 5:01 p.m. - 7:59 a.m.)

Quantity: 1 UOM: hr Unit Price: $75.00 Total: $75.00

1.5 Mechanic - Labor Rates (Saturday and Sunday, Anytime)

Quantity: 1 UOM: hr Unit Price: $105.00 Total: $105.00

1.6 Helper - Labor Rates (Saturday and Sunday, Anytime)

Quantity: 1 UOM: hr Unit Price: $105.00 Total: $105.00

1.7 Mechanic - Labor Rates (Holidays, Anytime)

Quantity: 1 UOM: hr Unit Price: $140.00 Total: $140.00

1.8 Helper - Labor Rates (Holidays, Anytime)

Quantity: 1 UOM: hr Unit Price: $100.00 Total: $100.00

2 Package Header

Preventative Maintenance (Annual, Semi-Annual and Quarterly) for various Co-op Agencies as listed in Exhibit 1 thru Exhibit 24.

Quantity: 1 Total: $129,500.00

Package Items

2.1 Exhibit 1A - Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $5,180.00 Total: $5,180.00

2.2 Exhibit 1B - Semi-Annual Preventative Maintenance for Broward Sheriff's Office as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $10,360.00 Total: $10,360.00

2.3 Exhibit 2 - Semi-Annual Preventative Maintenance for City of Coral Springs as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $13,360.00 Total: $13,360.00

2.4 Exhibit 3A - Quarterly Preventative Maintenance for City of Deerfield Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $9,040.00 Total: $9,040.00

2.5 Exhibit 3B - Semi-Annual Preventative Maintenance for City of Deerfield Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $480.00 Total: $480.00

2.6 Exhibit 4 - Annual Preventative Maintenance for City of Greenacres as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $960.00 Total: $960.00

2.7 Exhibit 5 - Annual Preventative Maintenance for City of Lauderdale Lakes as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,640.00 Total: $2,640.00

2.8 Exhibit 6 - Annual Preventative Maintenance for City of Pompano Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $18,960.00 Total: $18,960.00

2.9 Exhibit 7A - Semi-Annual Preventative Maintenance for City of Sunrise as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,640.00 Total: $3,640.00

2.10 Exhibit 7B - Annual Preventative Maintenance for City of Sunrise as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $4,260.00 Total: $4,260.00

2.11 Exhibit 8A - Annual Preventative Maintenance for City of Tamarac as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,100.00 Total: $2,100.00

2.12 Exhibit 8B - Semi-Annual Preventative Maintenance for City of Tamarac as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $4,200.00 Total: $4,200.00

2.13 Exhibit 9 - Semi-Annual Preventative Maintenance for Town of Palm Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,400.00 Total: $2,400.00

2.14 Exhibit 10 - Semi-Annual Preventative Maintenance for City of Aventura as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $360.00 Total: $360.00

2.15 Exhibit 11 - Semi-Annual Preventative Maintenance for City of Weston as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $2,400.00 Total: $2,400.00

2.16 Exhibit 12 - Semi-Annual Preventative Maintenance for City of Margate as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,960.00 Total: $3,960.00

2.17 Exhibit 13 - Quarterly Preventative Maintenance for City of Fort Lauderdale as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $30,960.00 Total: $30,960.00

2.18 Exhibit 14 - Semi-Annual Preventative Maintenance for City of West Palm Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $8,840.00 Total: $8,840.00

2.19 Exhibit 15 - Annual Preventative Maintenance for City of North Lauderdale as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $1,440.00 Total: $1,440.00

2.20 Exhibit 16 - Semi-Annual Preventative Maintenance for Town of Davie as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $3,480.00 Total: $3,480.00

2.21 Exhibit 17 - Semi-Annual Preventative Maintenance for City of Hallandale Beach as per Scope of Services.

Quantity: 1 UOM: Lump Sum Unit Price: $480.00 Total: $480.00

3 Cost-Plus Percentage Markup on Parts.

UOM: Percentage Total: 10%

4 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: hr Unit Price: $60.00 Total: $60.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

5 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: day Unit Price: $0.00 Total: $0.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

6 Equipment Rental (examples: scissor lift, hydraulic lifts, etc.)

Quantity: 1 UOM: wkly Unit Price: $0.00 Total: $0.00

Item Notes: Offerors shall provide an hourly cost for equipment rental.

Response Total: $130,310.00

EXHIBIT "B"

SCOPE OF SERVICES

SECTION VI - SCOPE OF SERVICES

1. General Requirements

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Florida Governmental Purchasing Co-Operative Group with the Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors for various City and Co-operative Agencies facilities. Any further reference in the Invitation to Bid to the City shall apply to all participating agencies referenced in this ITB. Due to the Co-operative nature of this contract involving several agencies, it may be necessary to establish a multiple award contract for the products and services pertaining to this ITB.

2. Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Purchasing Co-operative Group and have indicated their willingness to participate in this contract. Estimated annual expenditures, contact information, and addresses are provided below.

NORTHERN ZONE

BROWARD SHERIFF'S OFFICE
Estimate annual expenditure: $25,000.00
2601 W. Broward Blvd
Ft Lauderdale, FL 33312
Contact: Auret Gil
Phone: (954) 831-8170
auret_gil@sheriff.org

CITY OF CORAL SPRINGS
Estimate annual expenditure: $32,000.00
9500 W. Sample Road
Coral Springs, FL 33065
Contact: Nick Orcutt
Phone: (954) 344-1103
Fax: (954) 344-1186
norcutt@coralsprings.org

CITY OF DEERFIELD BEACH
Estimate annual expenditure: $12,000.00
401 SW 4th Street
Deerfield Beach, FL, 33441
Contact: Amirali Nilchian
Phone: (954) 480-4315
Fax: (954) 344-1186
anilchian@deerfield-beach.com

CITY OF GREENACRES
Estimate annual expenditure: $5,000.00
5800 Melaleuca Lane
Greenacres, FL 33463
Contact: Monica Powery
Phone: (561) 642-2039
Fax: (561) 642-2037
mpowery@greenacresfl.gov

CITY OF LAUDERDALE LAKES
Estimate annual expenditure: $3,000.00
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Contact: Bobbi Williams
Phone: (954) 535-2816
Fax: (954) 535-1892
bobbiw@lauderdalelakes.org

CITY OF MARGATE
Estimate annual expenditure: $15,000.00
5790 Margate Blvd
Margate, FL 33063
Contact: Spencer Shambray
Phone: (954) 935-5341
Fax: (954) 935-5258
sshambray@margatefl.com

CITY OF POMPANO BEACH
Estimate annual expenditure: $10,000.00
1190 NE 3rd Avenue, Bldg C
Pompano Beach, FL 33060
Contact: Jeffrey English
Phone: (954) 786-4098
Fax: (954) 786-4168
Jeffrey.english@copbfl.com

CITY OF TAMARAC
Estimate annual expenditure: $10,000.00
7525 NW 88TH Avenue
Tamarac, FL 33321
Contact: Keith Glatz
Phone: (954) 597-3570
Fax: (954) 597-3565
keithg@tamarac.org

CITY OF WEST PALM BEACH
Estimated annual expenditure: $60,000.00
1306 Allendale Rd,
West Palm Beach FL 33405
Contact: Jeff Rockhill
O: 561-804-4749
C: 561-323-3205
jrockhill@wpb.org

CITY OF PARKLAND
Estimate annual expenditure: $10,000.00
6500 Parkside Drive
Parkland, FL 33067
Contact: Anthony Cariveau
Phone: (954) 757-4177
Fax: (954) 341-5161
acariveau@cityofparkland.org

CITY OF SUNRISE
Estimate annual expenditure: $20,000.00
10770 W Oakland Park Blvd
Sunrise, FL 33351
Contact: Holly Raphaelson
Phone: (954) 572-2202
Fax: (954) 578-4809
hraphaelson@sunrisefl.org

TOWN OF PALM BEACH
Estimate annual expenditure: $10,000.00
951 Old Okeechobee Road, Suite D
West Palm Beach, FL 33401
Contact: Dean Mealy
Phone: (561) 227-7001
Fax: (561) 835-4688
dmealy@townofpalmbeach.com

CITY OF NORTH LAUDERDALE
Estimated annual expenditure: $5,000.00
701 SW 71st Avenue
North Lauderdale, FL 33068
Contact: Andrew Rozwadowski
Phone: 954-597-4776
Fax: 954-597-4818
arozwadowski@nlauderdale.org

CITY OF FORT LAUDERDALE
Estimated annual expenditure: $95,000.00
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301
Contact: Stefan Mohammed
Phone: 954-828-5351
Fax: 954-828-5576
SMohammed@fortlauderdale.gov

DocuSign Envelope ID: B5CDF181-2C6A-49CD-AC36-41D3DB837796

SOUTHERN ZONE

TOWN OF DAVIE
Estimate annual expenditure: $15,000.00
6951 Orange Drive
Davie, FL 33314
Contact: Jenna Albers
Phone: (954) 797-1131
Fax: (954) 797-1049
jalbers@davie-fl.gov

CITY OF HALLANDALE BEACH
Estimated annual expenditure: $10,000.00
630 NW 2nd Street
Hallandale Beach, FL 33309
Contact: Andrea Lues
Phone: (954) 457-1332
Fax: (954) 457-1342
alues@cohb.org

CITY OF WESTON
Estimated annual expenditure: $5,000.00
2599 S. Post Road
Weston, FL 33310
Contact: Martha Perez-Garviso
Phone: (954) 385-2000
Fax: (954) 385-2610
mperezgarviso@westonfl.org

CITY OF NORTH MIAMI BEACH
Estimated annual expenditure: $10,000.00
17011 NE 19th Avenue
North Miami Beach, FL 33162
Contact: Eugene Baer
Phone: 305-948-2936
Fax: 305-919-1838
Eugene.baer@citynmb.com

CITY OF AVENTURA
Estimated annual expenditure: $5,000.00
19200 W Country Club Drive
Aventura, FL 33180
Contact: Indra Sarju
Phone: 305-466-8925
Fax: 305-466-8939
sarjui@cityofaventura.com

3. Scope of Services

a. The services to be performed by the Contractor shall consists of furnishing all labor, parts and material, equipment, tools, supervision, travel, insurances, permits and incidentals necessary to provide full repair service, including installations, inspections, adjustments, test, and repairs to keep the overhead roll-up doors and grills, and hydraulic bi-fold doors in continuous useand efficiency for the intended purpose.

b. The Successful Offeror shall have an established service shop in Broward County, Palm Beach County or Dade County for a minimum period of three (3) years specializing in selling and repairing of overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors.

c. The Contractor shall provide all labor, parts and material, equipment and tools required for therepair of manual and electric powered overhead coiling, roll-up doors and grills, and hydraulic bi-fold doors at the locations specified in the bid documents.

i. All work performed shall return mechanical equipment to original equipment specifications and performance. Contractor shall have the experience and capability for repairing all manufacturer types and sizes of doors listed in this Invitation to Bid.

ii. All equipment shall be serviced in a manner, which meets or exceeds the requirements of the original manufacturer and their specifications.

iii. The Contractor shall provide replacement parts as required during the term of the contract. Only Original Equipment Manufacturer (OEM) parts shall be utilized unless authorized by the Contract Administrator or his/her designee.

iv. Work shall be accomplished during normal business hours Monday through Friday (8:00 a.m. to 5:00 p.m.) unless otherwise scheduled by the Contract Administrator or his/her designee. Work hours may continue past a normal eight (8) hour work shift if required. Overtime hours shall be from 5:01 p.m. to 7:59 a.m., Monday through Friday and all hours Saturday and Sunday and approved holidays of the trade. Overtime hours shall be approved prior to work being performed by the Contract Administrator or his/her designee.

v. Contractor shall have communication capabilities for 24 hours per day/7 days per week.A telephone answering system will not be acceptable.

vi. During normal working hours the Contractor must respond on-site within two (2) hours after receiving a call. For emergency service called in after normal working hours, the Contractor shall respond by phone within fifteen (15) minutes and on site within two (2) hours, unless other arrangements are made by the Contract Administrator or his/her designee.

vii. The Fire Rescue Department and Police Department require emergency service and repairs 24 hours per day/7 days per week. The continuous uninterrupted and satisfactory operation of the overhead roll-up doors and grills, and hydraulic bi-fold doors is a vital factor in the ability of the Fire Rescue Department and Police Department to respond ina timely manner to their emergency calls. Due to the nature of the emergency services performed by Public Safety Agencies, the Contractor shall provide all Public Safety facilities priority on service calls 24 hours a day/7 days per week.

viii. All repairs shall include diagnosis, removal and replacement of defective electrical and mechanical components, as required.

d. The Contractor may be required to submit a written estimate on each job if the cost of repairs exceeds two hundred dollars ($200.00). The written estimate shall be based on the requirements of labor hours for each classification (mechanic, helper), parts and material, etc. for a specific repair job. The written estimate shall be broken down by hours per mechanic and helper and a separate price for parts and materials. The date of completion of the repairs shall be included. Lump sum estimates shall not be accepted. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Price quotations shall remain firm for thirty (30) days. The preparation of all price quotations shall be provided at no cost or obligation to the City.

e. Contractor shall bill for actual time spent at the job site for servicing and repairing the equipment. The hourly rate per call, whether equipment is repaired/serviced at the site or at the Contractor's shop, shall remain fixed throughout the term of the contract. Payment will be made only for actual work completed and time will be pro-rated as the actual time spent at the job site. All mileage and/or travel time shall be included in the hourly rate.

i. The first hour of the service call shall only be charged once per repair i.e. after the initial service call, all subsequent half hours shall be as per the hourly rate specified on the BidSchedule pages even if the Contractor leaves the job site and returns another time to complete the job. Helper charges will only be charged when necessary. Contractor maybe requested to justify the need for a helper.

f. Contractor shall stock on the service truck, if possible, all parts necessary to make repairs at the time of first response. In the event repairs cannot be completed at the first service call, the Contractor shall complete the repairs within forty-eight (48) hours after the initial call for repairs.

g. When an immediate repair is not possible, the Contractor may be requested to secure the overhead roll-up door or grill, or hydraulic bi-fold door in the closed position or to the greatest extent practical in order to protect the integrity of the facility, its occupants and contents.

h. In the event that a repair takes more than three (3) days to complete, the Contractor shall provide a daily progress report to the Contract Administrator or his/her designee. The Contractor shall make status calls to the Contract Administrator or his/her designee on theexpected completion time for each job.

i. If the job completion extends beyond twelve (12) days without the approval from the Contract Administrator or his/her designee, the City reserves the right to secure three (3) competitive quotes and award the job to another vendor.

j. All new equipment with manufacturer's warranty shall be installed and serviced only by an authorized service representative of the manufacturer for the duration of the warranty period. It shall be the authorized service representative responsibility for obtaining any reimbursements of payment due for performance of repair installation of parts guaranteed under any manufacturer's warranties from the manufacturer. The City will not be billed for any repairs made under the manufacturer's warranty.

k. Offerors shall provide a fixed percentage discount or mark-up for various parts and new equipment required for repairs and replacement to overhead roll-up doors and grills, and hydraulic bi-fold doors.

4. Preventive Maintenance

a. Preventive Maintenance shall be requested by the City and Co-operative Agencies as an option in this bid. Offerors shall provide a total Lump Sum for Exhibit 1 thru Exhibit 24 as listed under Bid Line Items for overhead roll-up doors and grills, and hydraulic bi-fold doors. The City and all the other Co-operative Agencies are under no obligation to select thepreventive maintenance program as part of their contract. Participation will vary from each Co-operative Agency.

b. Offerors shall provide pricing for Exhibit 1 thru Exhibit 24 and submit them with their Response Attachments.

c. The Successful Offeror(s) shall provide annual, semi-annual and quarterly inspection service/preventive maintenance service calls or as listed in the Bid Line Items, Exhibit 1 thru Exhibit 24.

d. Preventive maintenance program shall include preventive and remedial maintenance, notlimited to:

i. Adjustments
ii. Lubrications
iii. Hydraulic fluid and seals
iv. Replacement parts
v. Verification of proper calibration
vi. Performance of an electrical check
vii. Mechanical operations are consistent with applicable product specifications

e. Contractor shall provide the City with a written report to identify any replaced parts or recommendation for replacement parts after each repair and/or inspection.

f. Contractor shall schedule the preventative maintenance with each Co-operative Agency. The schedules will vary with each Co-operative Agency.

5. Quality Control

Contractor shall be required to establish a written quality control program to insure requirements of the contract. A list of quality control requirements are as follows:

- Record of response performance
- Total elapsed time from receipt of call to arrival at the job site.
- Number of trips required to complete each repair/installation.
- Number of mechanics and/or helpers required to complete each repair.

6. Doors

Contractor shall replace overhead roll-up doors with 22-gauge galvanized steel doors, and overhead sectional/slot doors with 24-gauge galvanized steel with trusses or the latest code

requirements, and hydraulic bi-fold doors with 24-gauge galvanized steel. Doors shall be electrically operated and furnished with three (3) handheld remote-control units. All overhead roll-up doors and grills, and hydraulic bi-fold doors shall meet the manufacturer's specifications.

7. **Installation**

   a. All installations shall also include off-loading all items to interim locations as directed by the Contract Administrator or his/her designee. Items shall be unpacked from all cartons, boxes, etc., assembled, set-in place, prepared and ready for use. Contractor shall remove all trash and debris to the satisfaction of the City.

   b. Any installation work that requires 120-volt electrical hook-up shall require a City permit and provide the City with proof of subcontractors State of Florida Certified Electrical Contractor License prior to any work.

8. **Warranty**

   a. Upon installation, all overhead roll-up doors, overhead sectional/slot doors and grills, and bi-fold doors shall include all parts and materials necessary for its complete operation. All products must comply with specifications in accordance with the National Fire Protection Association (NFPA). All the doors must be guaranteed for the period specified under manufacturer's warranty period. All labor and workmanship for replacement parts and suppliesshall be fully warranted and guaranteed for a minimum of one (1) year from date of completionand acceptance. The contract is required to expressly warrant that all items are new and free from defects warranted for their merchantability and meet the performance specification of the original equipment.

   b. The Contractor shall address unsatisfactory work within twenty-four (24) hours of notification by the Contract Administrator or his/her designee.

9. **Miscellaneous Materials, Equipment, and Parts**

   a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall not exceed $200 per repair without the approval of the City's Contract Administrator or his/her designee. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.

   b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

10. Service Tickets

The Contractor will be required to complete a separate service ticket for each piece serviced. Contractor shall complete the service ticket showing the following information:

- Description of problem
- Description of service performed
- Equipment's Manufacturer, Model Number and Serial Number
- Location where service was performed
- Parts used, if any
- Name of technician who performed the service
- Date of service (start and completion time)

11. Service Records

The Contractor shall allow the City free and complete access to its records and enable an audit of the performance of contract in this respect. The Contractor will be required to maintain a service history of each and every equipment listed under this contract. (This service will be performed at no additional charge).

12. Authorization to Request Service and Repair

A list of City personnel authorized to request service and repair work shall be provided to the Successful Offeror(s) prior to any work.

13. Security

a. The awarded Contractor shall be required by several Co-operative Agencies to complete a "CONTRACTOR PASS REQUEST FORM" (Refer to Attachments, Exhibit B), with photo identification of all personnel authorized to be on City property, including but not limited to Fire Rescue Stations, Police Departments, Utility and Water Plants. This form shall be sent to the Successful Offeror(s) with the notification of award letter(s) and shall be returned to the Purchasing Division when completed.

b. Personnel additions and/or deletions shall be reported to the City's Contract Administrator or his/her designee within twenty-four (24) hours of the change in writing via fax or e-mail to the Co-op Agency utilizing the security notification form that will be provided to the Successful Offeror(s).

c. All personnel shall report to the City's designated representative at each site for check-in upon arrival at any City facility. Photo identification of person, their purpose of visit, and name of contact person at the City facility, shall be required for entry. Contractor shall ensure that only authorized personnel perform the services requested by the City.

d. Upon leaving Utility premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

e. The awarded Contractor shall be held responsible for complying with these procedures. Some Agencies may require the Contractor to provide preventative maintenance with (48) hours of notification by the Agency.

14. Additions/Deletions/Changes

The City and participating Co-operative Agencies reserve the right to add, delete, or change the Overhead Doors, Grills and Hydraulic Bi-Fold Doors requiring service and maintenance in

accordance with the terms, conditions and scopeof service contained in this ITB. The Contractor shall provide a credit based on the prices submittedby the Contractor when equipment is deleted. Pricing for additions shall be consistent with theprices contained in the Bid Line Items.

15. Protection of Property

a. The Contractor shall at all times guard against damage or loss to City property (includes road, facilities, sewers, signage, utilities, irrigation system, plant material, etc.) and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Parks Superintendent or his designee or Code Compliance.

b. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition.

c. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

16. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

17. Contractor's Personnel

a. The Successful Offeror(s) shall provide the City with a list of all personnel (including supervisory personnel) assigned to the contract. The list shall include the names, emergency telephone and cellular phone numbers. The Contractor shall be responsible for keeping this list up to date.

b. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.

c. The Contractors personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. TheContractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

d. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.

e. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

18. Contractor's Vehicles

a. Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.

b. Contractor's vehicles will have assigned vehicle ID #'s and display company name and logoso City staff can denote which vehicles were working at which locations during site inspections.

19. Miscellaneous Materials, Equipment, and Parts

a. The Contractor will be allowed to invoice for miscellaneous materials and equipment. Miscellaneous materials and equipment are defined as materials or equipment that are already owned by the Contractor and are incidentally used to complete the repairs or installation. The cost of miscellaneous materials and parts shall never exceed $200 per repair. Miscellaneous materials and equipment are not intended to be abused by the contractor; therefore, it will require the approval of the Contract Administrator or his/her designee. A decision by the Contract Administrator or his/her designee pertaining to invoicing of miscellaneous materials and equipment is final, whether it is in favor or against the Contractor. No back up will be required for the invoicing of miscellaneous materials or equipment; however, the Contractor will be required to list such miscellaneous items on the invoice, already owned by his company, and used for invoiced repairs or installation.

b. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

c. The contractor will be allowed to invoice for miscellaneous parts used to complete installation and/or repairs. For all other manufacturer's not listed in Lot 1 of Exhibit A, the Bidders shall provide a fixed percentage discount or mark-up on manufacturer's suggested list price. This discount or mark-up shall be applied to all parts among all manufacturer's available from the Contractor and not specifically listed on this bid.

Docusign Envelope ID: 27F11040-C706-442A-9985-3B12BF6B693A

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and DOOR SYSTEMS OF SOUTH FLORIDA, INC., (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Purchase and Installation, Service and Repair of Overhead Roll-up Doors and Grills, and Hydraulic Bi-Fold Doors (the "SERVICES") pursuant to Invitation to Bid ("ITB") #22-24-PC (the ("CONTRACT"); and

WHEREAS, the initial CONTRACT term is two (2) years, beginning September 18, 2022 and expiring September 17, 2024; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on September 18, 2024 and will expire on September 17, 2025, (There are two (2) one (1) year renewal options remaining) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

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

By: DocuSigned by: David Santucci 6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

Date: 8/22/2024

ATTEST:

DocuSigned by: Heather Montemayor 5E72E8B3A1E04DD...
HEATHER MONTEMAYOR, CITY CLERK

APPROVED AS TO FORM & LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF DEERFIELD BEACH, FLORIDA, ONLY.

Signed by: Anthony Soroka 5CAA0437D59A4C4...
ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Signed by:
Megan Guiles
D066C7EA977147B...
(Witness)

(Corporate Seal, if applicable)

Door Systems of South Florida
(Name of Corporation)

By DocuSigned by:
Blair Novy
F853F2A5932D4D7...
(Signature)

Blair Novy President
(Type Name/Title Signed Above)

Email: bnovy@doorsystemssfl.com

Date: 8/21/2024

Docusign Envelope ID: 27F11040-C706-442A-9985-3B12BF6B693A

Deerfield Beach
Florida

E-VERIFY COMPLIANCE VERIFICATION FORM

Solicitation No: ITB 22-24-PC

Solicitation Title: Purchase installation service Repair of OHD services

Company/Firm: Door Systems of South Florida ("Contractor")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including 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 the resulting Contract/Purchase Order, if awarded. 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 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.

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and

(b) All persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the City of Deerfield Beach.

By executing this form, I, Blair Novy, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ **Date:** 8/19/24

Print Name: Blair Novy **Title:** president

SWORN TO AND SUBSCRIBED Before me this 19 day of August, 2024 by Blair Novy (Affiant), who X is personally known to me or ___ has produced _____ identification.

My commission expires: _____

Commission No.: _____

NOTARY PUBLIC STATE OF FLORIDA
JOEL NOVY
MY COMMISSION # HH 224518
EXPIRES: February 6, 2026

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

12/4/2020

Docusign Envelope ID: 27F11040-C706-442A-9985-3B12BF6B693A

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Bidder name: Door Systems of South Florida (Vendor)

Vendor FEIN: 46-4668478

Address: 1300 NW 15th Ave

City: Pompano Beach State: FL Zip: 33069

Phone number: (954) 935-7000 Email Address: mguilese@doorsystemssfl.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Printed Name and Title: Blair Nony, President Date: 8/8/24

Pimienta, Pablo

From: Eddyson Etienne <eetienne@deerfield-beach.com>
Sent: Thursday, January 29, 2026 8:51 AM
To: Pimienta, Pablo
Cc: Jacqueline SilveraBrown
Subject: RE: pricing list - contract 22-24-PC city of deerfield bch
Attachments: Overhead Doors Co-op Contract Documents.pdf

This Message Is From an External Sender
This message came from outside your organization.

Hello,

This was advertised as a cooperative contract, and as a cooperative member, you may participate. The requested attachment is included.

Regards,

EDDYSON ETIENNE, NIGP-CPPB
Senior Buyer
Procurement & Contract Administration Division
954.250.4039
954.952.9315
401 SW 4th Street, Deerfield Beach FL 33441
www.dfb.city
eetienne@deerfieldbeachfl.gov

100 Years of Community

From: Pimienta, Pablo <PimientaP@bbfl.us>
Sent: Thursday, January 29, 2026 8:19 AM
To: Procurement <Procurement@deerfield-beach.com>; Purchasing <Purchasing@deerfield-beach.com>
Subject: pricing list - contract 22-24-PC city of deerfield bch

Good morning,

The city of Boynton Beach is currently wanting to piggyback on the subject contract for a mutual vendor, Door Systems of So Florida, see attached.

We are looking for a copy of the price list for this contract, if a copy can be emailed to me.

Thank you

Pablo Pimienta
Accounting Technician I
Public Works, Administration
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6594
PimientaP@bbfl.us | boynton-beach.org/

Open Data

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

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
DOOR SYSTEMS OF SOUTH FLORIDA, INC.

Filing Information

Document Number	P94000013639
FEI/EIN Number	65-0466725
Date Filed	02/16/1994
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/13/2000
Event Effective Date	NONE

Principal Address

1300 N.W. 15TH AVENUE
POMPANO BEACH, FL 33069

Changed: 04/06/2009

Mailing Address

1300 N.W. 15TH AVENUE
POMPANO BEACH, FL 33069

Changed: 01/14/2011

Registered Agent Name & Address

Novy, Blair
4678 Avalon St
Boca Raton, FL 33428

Name Changed: 02/26/2024

Address Changed: 02/26/2024

Officer/Director Detail

Name & Address

Title P

NOVY, BLAIR
4678 Avalon Street
BOCA RATON, FL 33428

Title VP

Rice, Erin
11797 Island Lakes Lane
Boca Raton, FL 33428

Annual Reports

Report Year	Filed Date
2023	01/31/2023
2024	02/26/2024
2025	02/19/2025

Document Images

02/19/2025 -- ANNUAL REPORT	View image in PDF format
02/26/2024 -- ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
02/21/2013 -- ANNUAL REPORT	View image in PDF format
01/12/2012 -- ANNUAL REPORT	View image in PDF format
01/14/2011 -- ANNUAL REPORT	View image in PDF format
02/11/2010 -- ANNUAL REPORT	View image in PDF format
04/06/2009 -- ANNUAL REPORT	View image in PDF format
05/02/2008 -- ANNUAL REPORT	View image in PDF format
02/08/2007 -- ANNUAL REPORT	View image in PDF format
03/07/2006 -- ANNUAL REPORT	View image in PDF format
01/11/2005 -- ANNUAL REPORT	View image in PDF format
03/17/2004 -- ANNUAL REPORT	View image in PDF format
02/03/2003 -- ANNUAL REPORT	View image in PDF format
01/25/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
07/13/2000 -- Name Change	View image in PDF format
07/03/2000 -- REINSTATEMENT	View image in PDF format

05/11/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2025

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.
1201 W Cypress Creek Rd
Suite 130
Fort Lauderdale FL 33309

CONTACT NAME:
PHONE (A/C, No, Ext): (954) 776-2222 **FAX (A/C, No):** (954) 776-4446
E-MAIL ADDRESS: 053.Certs@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Burlington Insurance Company	23620
INSURER B :	Brierfield Insurance Company	10993
INSURER C :	The North River Insurance Company	21105
INSURER D :	FCCI Insurance Company	10178
INSURER E :	Underwriters at Lloyd's, London	
INSURER F :		

INSURED
R & A Investment Corp., DBA Door Systems of South Florida
1300 NW 15th Avenue
Pompano Beach FL 33069

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **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] $1,000 BI/PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		852BG0448404	08/10/2025	08/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		CA10009450601	08/10/2025	08/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y		5821331004	08/10/2025	08/10/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC010009450701	08/10/2025	08/10/2026	[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
E	Personal Property of Others			773BO102347	08/10/2025	08/10/2026	Special Form Deductible	$137,700 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Boynton Beach, a political subdivision of the State of Florida, its officials, employees, and volunteers are additional insured with respects to General Liability, Auto Liability and Umbrella Liabilty if required by written contract. Primary and Non Contributory applies to General Liability if required by written contract. Waiver of Subrogation in favor of additional insured with respects to Workers Compensation as required by written contract. Umbrella is Excess over the GL, Auto & WC coverages. 30 day notice of cancellation except 10 days for non-payment of premium.

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, but only if you have agreed, in a written contract, to add such person or organization as an additional insured on your policy for that location or part thereof, provided such a written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.	All locations required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.	Any and all of your completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF TERMS AND CONDITIONS

The following is a summary of the enhancements provided by this endorsement. For complete coverage details consult the endorsement language.

COVERAGES	ENHANCEMENT
A. Aircraft, Auto Or Watercraft	**Watercraft Up To 51 Feet**
B. Increased Supplementary Payments – Coverages A And B	**$2,500 - Bail Bonds** **$500/Day Earnings**
C. Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You	**Included**
D. Additional Insured – Owners, Lessees Or Contractors – Completed Operations	**Included**
E. Additional Insured – Managers Or Lessors Of Premises	**Included**
F. Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor	**Included**
G. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You	**Included**
H. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	**Included**
I. Additional Insured – Mortgagee, Assignee Or Receiver	**Included**
J. Newly Acquired Or Formed Organizations	**120 days**
K. Increased Medical Payments	**$10,000**
L. Duties In The Event Of Occurrence, Offense, Claim Or Suit	**Included**
M. Primary And Noncontributory – Other Insurance	**Included**
N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us	**Included**
O. Liberalization Clause	**Included**
P. Limited Contractual Liability – Railroads	**Included**
Q. Mobile Equipment Redefined	**1,000 lbs**
R. Application Of This Endorsement	**Included**

For the purposes of this endorsement, the word "insured" is used collectively, not separately; therefore, the inclusion of more than one insured will not increase the limits or coverage provided by this insurance.

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A. Aircraft, Auto Or Watercraft

Paragraph **g.(2)(a)** of **2. Exclusions – Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced with the following:

(a) Less than 51 feet long; and

B. Increased Supplementary Payments – Coverages A And B

Paragraphs **1.b.** and **1.d.** of **Supplementary Payments – Coverages A And B** are replaced by the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

C. Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You

1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **B.**, the following additional exclusions apply:

This insurance does not apply to:

a. "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 architectural, engineering, or surveying services.

b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to the additional insured referenced in this Paragraph **B.**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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D. Additional Insured – Owners, Lessees Or Contractors – Completed Operations

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location in a contract or agreement and performed for that additional insured and included in the "products-completed operations hazard".

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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 a contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **C.**, the following is added to **Section III – Limits Of Insurance**:

   If coverage provided to an additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any manager or lessor, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you and subject to the following additional exclusions:

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **D.**, the following is added to **Section III – Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization that grants licenses to you when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be named as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as grantor of licenses to you.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured under this endorsement ends when:

   a. The license granted to you by such person or organization expires; or

   b. Your license is terminated or revoked by such person or organization prior to expiration of the license as stipulated by the contract or agreement.

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2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **E.**, the following is added to **Section III – Limits Of Insurance**:

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the contract or agreement you have entered into with the additional insured; or

   b. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to 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 or organization.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **F.**, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. With respect to the insurance afforded to the additional insured referenced in this Paragraph **F.**, the following is added to **Section III – Limits Of Insurance**:

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the contract or agreement you have entered into with the additional insured; or

   b. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision subject to the following additional provision:

   This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

   a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. The construction, erection, or removal of elevators; or

   c. The ownership, maintenance, or use of any elevators covered by this insurance.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **G.**, the following is added to **Section III – Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

I. Additional Insured – Mortgagee, Assignee Or Receiver

1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. Newly Acquired Or Formed Organizations

Paragraph **3.a.** of **Section II – Who Is An Insured** is replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

This insurance does not apply if coverage for the newly formed or acquired organization is excluded either by the provisions of this Coverage Form or by endorsement.

K. Increased Medical Payments

Section III – Limits Of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Medical Expense Limit is the greater of $10,000 or the amount shown in the Declarations for Medical Expense Limit.

This insurance does not apply if Medical Payments coverage is excluded either by the provisions of the Coverage Form or by endorsement.

L. Duties In The Event Of Occurrence, Offense, Claim Or Suit

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirement that you must see to it that we are notified as soon as possible of an "occurrence", offense, claim, or "suit" only applies after the "occurrence", offense, claim, or "suit" is reported to any insured listed under Paragraph **1.** of **Section II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice.

Your rights under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim, or "suit" if:

a. That failure is solely due to your reasonable and documented belief that the "bodily injury", "property damage", or "personal and advertising injury" is not covered under this policy; or

b. You report an "occurrence", offense, claim, or "suit" to your Workers Compensation insurer or your auto liability insurer and you later discover that you should have reported the "occurrence", offense, claim, or "suit" to us.

However, you must give us notice as soon as possible after you become aware that the "occurrence", offense, claim, or "suit" may be covered under this policy, or that the "occurrence", offense, claim, or "suit" may be a general liability claim rather than a Workers Compensation or auto liability claim.

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M. Primary And Noncontributory – Other Insurance

The following is added to Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**, but only with respect to the insurance provided to additional insured(s):

4. Other Insurance

Primary And Noncontributory Insurance

This insurance is primary and will not seek contribution from any other insurance available to an additional insured under your policy.

However, this endorsement:

a. Applies only when you are required by a written contract, written agreement, or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, written agreement, or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and

b. Does not apply to any claim, loss, or liability due to the sole negligence of the additional insured.

N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any 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". This waiver applies only when you have agreed, in a written contract or written agreement to waive the rights of recovery, provided such written contract or written agreement is fully executed prior to an "occurrence" in which coverage is sought under this policy.

O. Liberalization Clause

The following condition is added to **Section IV – Commercial General Liability Conditions**:

Liberalization

If we make revisions to this Coverage Form during the policy period stated in the Declarations, that would broaden coverage under this Coverage Part without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

P. Limited Contractual Liability – Railroads

For the purposes of this endorsement, the following replaces Paragraphs **c.** and **f.** of the **Definitions** section:

9. "Insured contract" means:

c. Any easement or license agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

(2) Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural, or engineering activities.

Q. Mobile Equipment Redefined

For the purposes of this endorsement, the following replaces Paragraph **f.** of the **Definitions** section:

12. "Mobile equipment":

f. Vehicles not described in Paragraph **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment exceeding a gross vehicle weight of 1,000 pounds are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

R. Application of This Endorsement

If the terms and conditions provided by this endorsement conflict with other endorsements attached to this policy, the terms and conditions of the other endorsements will control, even if the other endorsements restrict or reduce coverage, unless such endorsements specifically provide that the coverage enhancements provided by this endorsement shall apply.

All other terms and conditions of this Policy remain unchanged.

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POLICY NUMBER: 852BG0448404

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT AND GENERAL AGGREGATE FOR ALL CONSTRUCTION PROJECTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:	Each Construction project described in a separate written contract. If multiple construction projects are grouped together under one written contract, all such projects will be considered one project and subject to a single general aggregate limit for that contract.
Limits: **Designated Construction Project General Aggregate Limit**	**General Aggregate Limit as shown in the Commercial General Liability Declarations, IFG-G-0002-DL**
General Aggregate For All Projects Combined	$ 5,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

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3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. The most we will pay as damages caused by "occurrences" for all Construction Projects whether designated or not is the General Aggregate For All Construction Projects Combined Limit shown in the Schedule above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

E. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **Section III** - **Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this Policy remain unchanged.

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POLICY NUMBER: 852BG04484-04

POLICY PERIOD: 08/10/2025 Effective Date — 08/10/2026 Expiration Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LISTING OF FORMS AND ENDORSEMENTS

This listing forms a part of the following:

Commercial General Liability Policy

NUMBER	TITLE
Cover Page	
IFG-I-0002 05 24	Policy Cover Page
Interline	
IFG-I-0101 03 18	Common Policy Declarations
IFG-I-0130 11 00	Schedule of Named Insureds
IFG-I-0155 11 00	Amendment - Cancellation Notice
IFG-I-0160 03 21	General Endorsement
IFG-I-0161 03 01	Amendment - Notice of Cancellation
IFG-I-0175 03 11	Amendment - Cancellation or Nonrenewal Notice
IFG-I-0402 04 19	Service of Suit Amendment
IFG-I-0168 03 17	Minimum Earned Premium Endorsement
IFG-I-1004 11 21	Exclusion - Cyber Incident
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement
IL P 001 01 04	U.S. Treasury Department's "OFAC" Advisory Policyholders
Commercial General Liability	
IFG-G-0002-DL 05 03	Commercial General Liability Declarations
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 20 10 07 04	Addl Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 20 10 12 19	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

POLICY NUMBER: 852BG04484-04

POLICY PERIOD: 08/10/2025 Effective Date — 08/10/2026 Expiration Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LISTING OF FORMS AND ENDORSEMENTS

This listing forms a part of the following:

Commercial General Liability Policy

NUMBER	TITLE
CG 20 37 07 04	Additional Insured - Owners, Lessees or Contractors – Completed Operations
CG 20 37 12 19	Addl Insured - Owners, Lessees or Contractors – Completed Operations
CG 21 54 12 19	Exclusion - Designated Operations Covered By A Controlled (Wrap-Up) Insurance Program
CG 24 04 12 19	Waiver of Transfer Of Rights Of Recovery Against Others To Us
IFG-G-0052 03 21	Deductible Liability Insurance
IFG-G-0065 03 17	Designated Construction Project(s) General Aggregate Limit And General Aggregate For All Construction Projects
IFG-G-0094 03 17	Amendment - Other Insurance (Primary And Non-Contributory Coverage)
IFG-G-0163 03 17	Employee Benefits Liability Coverage
BG-G-004 11 21	Exclusion - Lead Bearing Substance
BG-G-007 11 21	Exclusion - Asbestos, Silica
BG-G-119 11 17	Definition - Employee
BG-G-345 06 19	Exclusion - Condominium, Cooperative, Townhouse, Row House or Tract Home Construction Projects
BG-G-446 03 17	Amendment - Section I Insuring Agreement
BG-G-446-ST 03 17	Amendment-Section I Insuring Agreement
CG 21 32 05 09	Communicable Disease Exclusion
CG 21 47 12 07	Employment Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 86 12 04	Exclusion - Exterior Insulation And Finish Systems
CG 24 26 04 13	Amendment Of Insured Contract Definition
GSG-G-021 03 17	Exclusion - Intellectual Properties
IFG-G-0086 04 19	Total Pollution Exclusion
IFG-G-0300 01 21	Exclusion - Terrorism

POLICY NUMBER: 852BG04484-04

POLICY PERIOD: 08/10/2025 Effective Date — 08/10/2026 Expiration Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LISTING OF FORMS AND ENDORSEMENTS

This listing forms a part of the following:

Commercial General Liability Policy

NUMBER	TITLE
IFG-G-0093 11 22	Exclusion - Cross Suits - Named Insured Versus Named Insured
IFG-G-0105 03 17	Exclusion - Professional Liability
IFG-G-0106 03 17	Exclusion - Contaminated Drywall
IFG-G-0304 12 24	Exclusion - PFAS
IFG-G-0157 04 19	Total Pollution Exclusion With A Building Heating, Cooling and Dehumidifying Equipment Exception And A Hostile Fire Exception
IFG-G-0196 04 19	Premium Audit Condition - Construction And Service Trades - Audit And Deposit Premium
IFG-G-0197 05 25	Amendment - Employers Liability Exclusion (Employment by Insured or Tenant of Insured)
IFG-G-0201 03 17	Exclusion - Aircraft, Auto or Watercraft
IFG-G-0241 03 21	NY - Excl - Any Constr or Contr
IFG-G-0242 02 17	WV -Excl-Any Const or Contracting
IFG-G-0268 04 19	Exclusion - Wildfires
IFG-G-0271 11 22	General Liability Enhancement Endorsement–(Contractors)
IFG-G-0311 11 22	Florida Changes - Cancellation and Nonrenewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE999

Description And Location(s) Of Operation(s):
All locations where you perform or have performed work that is or was to be insured under a consolidated (wrap-up) insurance program as described below.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage":

1. Arising out of your ongoing operations; or

2. Included in the "products-completed operations hazard";

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

a. Provides coverage identical to that provided by this Coverage Part;

b. Has limits adequate to cover all claims; or

c. Remains in effect.

B. The following definition is added to the **Definitions** section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ADVANTAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph **1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following**:**

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary that is an “insured” under any other liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.

e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an “insured” under another liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Who Is An Insured is amended to include as an "insured" any person or organization except a person or organization that leases or rents “auto(s)” to you, but only to the extent of his, her, or its liability for whom you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional "insured" on your policy. Certificates of insurance will not be considered an Agreement to Insure.

Such person or organization is an additional "insured" but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.

B. Paragraphs **(2)** and **(4)** under section **2. Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an “accident” we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $350 a day because of time off from work.

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SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph **4. Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $40 per day to a total maximum of $1,200 for temporary transportation expenses incurred by you because of the total theft of a covered “auto” of the private passenger type or light trucks with a gross vehicle weight of less than 10,000 pounds. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is $40 per day, to a total maximum of $1200.

B. The following is added to paragraph **4. Coverage Extensions** under section **A. Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered “auto”, its equipment, its contents, or occupants from a covered cause of loss, we will pay up to $1,000 for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No deductible applies to this additional coverage.

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

(1) If a long term leased “auto”, under an original lease agreement, is a covered “auto” under this Coverage Form and the lessor of the covered “auto” is named as an additional "insured" under this policy, in the event of a total “loss” to the leased covered “auto”, we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

(a) Overdue lease payments at the time of the “loss”;

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the lease; and

(e) Carry-over balances from previous loans or leases.

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(2) If an owned "auto" is a covered "auto" under this Coverage Form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;

(a) Overdue loan payments at the time of the "loss";

(b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and

(c) Carry-over balances from previous loans.

C. Section **D. Deductible** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:

a. Theft or mischief or vandalism; or

b. All perils.

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

a. Theft or mischief or vandalism; or

b. All perils;

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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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

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

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 **08-10-25** Policy No. **WC0100094507-01** Endorsement No.

Insured **R & A Investment Corp** Premium $ **Incl.**

Insurance Company **FCCI Insurance Company**

Countersigned By _____

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CRUM & FORSTER
A FAIRFAX COMPANY
EST. 1822

EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

POLICY NUMBER: 5821331004

Date Issued: 08-05-2025		**Renewal or Replacement of:** 5821239123	
Item 1.	**Named Insured & Address:** R & A INVESTMENT CORP, DBA: DOOR SYSTEMS OF SOUTH FLORIDA 1300 NW 15th Avenue Pompano Beach, FL 33069		
Item 2.	**Policy Period:** Policy Effective From: 08-10-2025 To: 08-10-2026 at 12:01 a.m. Standard Time at the Named Insured's address as stated above.		
Item 3.	**Company Name:** THE NORTH RIVER INSURANCE COMPANY	**Representative:** Agent Number 1370 Agent or Broker CRC INSURANCE SVCS, INC. Office Address 120 E Palmetto Park Rd #300 Town, State & Zip Boca Raton, Florida 33432-0000	
Item 4.	**Limits of Insurance:** $5,000,000 Each Occurrence Limit $5,000,000 General Aggregate Limit $5,000,000 Products Completed Operations Aggregate Limit		
Item 5.	**Endorsements Attached to this Policy:** See Schedule of Forms and Endorsements.		
Item 6.	**Premium:** $72,725.05 ☒ Flat ☐ Adjustable *Includes FL FIGA Surcharge Assessment (FL 2023A 1.0% YR2) of $720.05 [Pay Plan: 100% Prepaid / Annual]		

THESE DECLARATIONS, SCHEDULE OF FORMS AND ENDORSEMENTS, FORMS, AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN THE COMPLETION OF, THE ABOVE-NUMBERED POLICY.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

NO COVERAGE

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) $ NOT APPLICABLE **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):** 5821331004 **Additional information, if any, concerning the terrorism premium:** **You have rejected coverage for acts of terrorism (as defined in Section 102(1) of the federal Terrorism Risk Insurance Act. This policy contains one or more exclusions that apply to acts of terrorism.**
SCHEDULE – PART II **Federal share of terrorism losses** 80% **Year: 2025** (Refer to Paragraph **B.** in this endorsement.) **Federal share of terrorism losses** 80% **Year: 2026** (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

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B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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THE NORTH RIVER INSURANCE COMPANY

A New Jersey Corporation
Home Office: Township of Morris, NJ
305 Madison Avenue, Morristown, NJ 07960
(973) 490-6600

EXCESS LIABILITY COVERAGE FORM

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, COVERAGE FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

NOTICE OF DISCLOSURE
COMMUNICABLE DISEASE EXCLUSION

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following endorsement(s), which applies to your renewal policy being issued by us:

- **Communicable Disease Exclusion, FM 101.0.2246**
- **Exclusion – Communicable Disease, FM 101.0.2248**

When the one of the above exclusions is attached to your policy, coverage is excluded for bodily injury, property damage, personal and advertising injury, covered pollution cost or expense, or injury or damage arising out of the actual or alleged transmission of a communicable disease.

The attachment of either of these endorsements may result in a reduction of coverage.

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Insured: R & A INVESTMENT CORP, DBA: DOOR SYSTEMS OF SOUTH FLORIDA

Policy Number: 5821331004

SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms shown elsewhere in the policy)

Forms and Endorsements applying to and made part of this policy at the time of issuance:

FORM NUMBER		FORM TITLE
FM 101.0.303	08/18	Excess Liability Insurance Policy Declarations
FM 2.0.838	01/15	Disclosure Pursuant to Terrorism Risk Insurance Act (No Coverage)
ME 40 001	08/18	Excess Liability Coverage Form - Policy Jacket
MZ 41 001	04/20	Notice of Disclosure Communicable Disease Exclusion
Schedule ENT-END	08/18	Schedule of Forms and Endorsements
FM 116.0.1	07/96	Schedule A - Schedule of Underlying Insurance
FM 101.0.1033	08/18	Florida Amendatory Endorsement - Excess
MZ 40 001	08/18	Claims Reporting Information Notice
ME 31 001	08/18	Excess Uninsured and/or Underinsured Motorists Insurance Limitation Endorsement (No Stacking of Limits)- Florida
FM 101.0.2248	04/20	Exclusion - Communicable Disease
FM 101.0.2233	08/18	Exclusion - Operation, Work, Injury Or Damage
FM 101.0.2604	07/19	Exclusion - Operations Covered by a Dedicated Insurance Program
FM 101.0.2137	08/18	Exclusion - Specified Operations and Completed Operations
FM 101.0.2085	01/15	Exclusion of Certified Acts of Terrorism
MI 40 007	04/19	Florida Consumer Complaint Notice
FM 108.0.816	03/19	Florida Risk Management / Loss Control
MZ 43 001	10/17	IMPORTANT NOTICE To Our Florida “Umbrella” and “Excess” Policyholders

Insured: R & A INVESTMENT CORP, DBA: DOOR SYSTEMS OF SOUTH FLORIDA

Policy Number: 5821331004

ME 02 006	08/18	Notice Of Cancellation - Named Entity(ies)
ILP 001	01/04	US Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
MI 07 002	01/21	Signature Page The North River Insurance Company
ME 99 006	08/18	Excess Liability Coverage Form Table Of Contents
FM 101.0.302	08/18	Excess Liability Coverage Form

CRUM & FORSTER

SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE

5821331004

TYPE OF POLICY	APPLICABLE LIMITS		INSURER/ POLICY NO.	POLICY PERIOD
(A) Automobile Liability				
	Bodily Injury			
Policy Type and Symbol ☒ Business Auto **1** ☐ Motor Carrier ☐ Truckers ☐		Each Person Each Accident	**Brierfield Insurance Company CA10009450601**	**08/10/2025 - 08/10/2026**
	Property Damage	Each Accident		
	Bodily Injury and Property Damage Combined Single Limit			
	$1,000,000	Each Occurrence		
(B) Garage Liability		Auto Each Accident Other Than Auto Each Accident Other Than Auto Aggregate ☐ Per Location Personal & Advertising Injury Fire Damage – Any One Fire		-
(C) Commercial General Liability	**$1,000,000** **$2,000,000**	Each Occurrence General Aggregate ☐ Per Location		
		☐ Per Project	**The Burlington Insurance Company 852BG04484-04**	**08/10/2025 - 08/10/2026**
	$2,000,000	Products-Completed Operations Aggregate Policy Aggregate		
	$1,000,000 **N/A**	Personal & Advertising Injury Fire Damage– Any One Fire		
Comprehensive General Liability	Bodily Injury			
		Each Occurrence Aggregate When Applicable		
	Property Damage			-
		Each Occurrence Aggregate When Applicable		
	Bodily Injury and Property Damage Combined Single Limit			-
		Each Occurrence Aggregate When Applicable		

(C) Employee Benefits Liability	**$1,000,000** **$2,000,000**	Each Claim Aggregate Limit	**The Burlington Insurance Company 852BG04484-04**	**08/10/2025 - 08/10/2026**
(D) Liquor Liability		Each Common Cause Aggregate ☐ Per Location		**-**
(E) Standard Workers Compensation and Employers Liability	Part Two – Employers Liability Bodily Injury By Accident **$1,000,000** Bodily Injury By Disease **$1,000,000** Bodily Injury By Disease **$1,000,000**	Each Accident Policy Limit Each Employee	**FCCI Insurance Company WC010009450701**	**08/10/2025 - 08/10/2026**

FLORIDA AMENDATORY ENDORSEMENT – EXCESS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

I. SECTION III – CONDITIONS, 3. Cancellation is deleted and replaced by the following:

3. Cancellation

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation of Policies in Effect for 90 Days or Less

If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by us.

c. Cancellation of Policies in Effect for More than 90 Days

If this Policy has been in effect for more than 90 days, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) The Policy was obtained by a material misstatement;

(b) Failure to comply with the underwriting requirements established by us within 90 days of the effective date of coverage;

(c) A substantial change in the risk covered by the Policy; or

(d) The cancellation is for all insureds under such policies for a given class of insureds.

d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

e. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.

f. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us,

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we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit Policy.

If this is an audit Policy then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

II. SECTION III – CONDITIONS is amended and the following condition is added:

Nonrenewal

a. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reason for nonrenewal, at least 45 days prior to the expiration date of this Policy.

b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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Report a Claim

Delivering superior claims service means more than carrying out contractual responsibilities. It means providing the highest level of professionalism and fairness.

Crum & Forster offers four ways for you to report new losses:

Phone: **1-800-690-5520 (24/7)**

A Crum & Forster representative is ready to make immediate contact with you when a loss is an emergency.

Fax: **1-877-622-6218**

Email: **crumandforsternol@cfins.com**

:

Online: using our secure site CFConnect.cfins.com for policyholders and producers, if you already have an ID and Password issued by the Company. If you do not have an ID and Password, please contact us to request a password via email CF.Webaccess@cfins.com. To access online claim reports and loss runs, visit our secure site for registered policyholders and producers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS UNINSURED AND/OR UNDERINSURED MOTORISTS INSURANCE LIMITATION ENDORSEMENT (No Stacking of Limits) – FLORIDA

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

SCHEDULE B – Schedule of Underlying Insurance

Type of Coverage	Applicable Limit of Underlying Insurance	Underlying Information	
Uninsured and/or Underinsured Motorists Insurance	$1,000,000	Insurer: Policy No.: Policy Period:	Brierfield Insurance Company CA10009450601 08-10-2025 to 08-10-2026

A. As respects policies issued to insureds domiciled in the State of Florida, it is agreed that **SECTION I – COVERAGES**, **2. Exclusions, b. Auto** is hereby deleted in its entirety and replaced with the following:

Insurance provided under this Policy does not apply to:

b. Auto

"Injury and damage", loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage; or

(3) Personal injury protection or auto medical payments coverage.

B. SECTION I – COVERAGES, 1. Insuring Agreement is amended and the following is added:

1. Insuring Agreement

Uninsured and/or Underinsured Motorists Insurance

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the Uninsured and/or Underinsured Motorists Insurance as provided by the "underlying insurance", shown above in Schedule B – Schedule of Underlying Insurance, because of "injury or damage" to which this insurance applies. Coverage hereunder shall apply only in accordance with the terms and conditions of the Uninsured and/or Underinsured Motorists Insurance as provided by the "underlying insurance", shown above in Schedule B – Schedule of Underlying Insurance, at the time of loss.

b. For such coverage to apply under this Policy, the Uninsured and/or Underinsured Motorists Insurance, as provided by the "underlying insurance", shown above in Schedule B – Schedule of Underlying Insurance, must have a limit of insurance applicable to all automobiles that is at least equal to the Applicable Limit of Underlying Insurance shown above in Schedule B – Schedule of Underlying Insurance.

c. With respect to such Uninsured and/or Underinsured Motorists Insurance:

(1) Regardless of the number of covered automobiles, insureds, claims made, "suits" brought or

vehicles involved in the “event”, the most we will pay for all damages resulting from any one “event”, in excess of the “underlying insurance”, is $1,000,000; and

(2) If Uninsured and/or Underinsured Motorists Insurance is not provided by the “underlying insurance”, shown above in Schedule B – Schedule of Underlying Insurance, then such coverage is excluded from this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

SECTION I – COVERAGES, 2. Exclusions is amended and the following Exclusion is added:

Insurance provided under this Policy does not apply to:

Communicable Disease

"Injury or damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OPERATIONS, WORK, INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

SECTION I – COVERAGES, 2. Exclusions is amended and the following Exclusion is added:

Notwithstanding anything to the contrary contained in this Policy or any endorsements attached hereto or any "controlling underlying insurance", it is agreed that the insurance provided under this Policy does not apply to:

"Injury or damage" arising out of, resulting from, or in any way involving "your work" as described and scheduled below including, but not limited to, the rendering of or failure to render any services in connection with the work as described and scheduled below. This exclusion also applies to any fees, costs or expenses of any nature whatsoever incurred by you, your agents, servants, employees, indemnitees, or any other person or entity in the investigation, defense or settlement of any claim or "suit" arising out of, resulting from, or in any way involving "your work" as described and scheduled below. This endorsement applies even if other causes contribute to or aggravate the "injury or damage" arising out of, resulting from, or in any way involving "your work" as described and scheduled below.

As used in this endorsement, "your work" shall have the same definition as contained in the "controlling underlying insurance".

SCHEDULE

Excluded Work:
Alaska, Arizona, California, Colorado, Hawaii, Nevada, New Mexico, New York, Oregon, South Carolina, Washington

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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EXCLUSION – OPERATIONS COVERED BY A DEDICATED INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

SECTION I – COVERAGES, 2. Exclusions is amended and the following Exclusion is added:

Insurance provided under this Policy does not apply to:

Operations Covered by a Designated Insurance Program

"Injury or damage",

(1) Arising out of your ongoing operations at any construction project which is or was subject to a "dedicated insurance program"; or

(2) Included within the "products-completed operations hazard", arising out of "your work" at any construction project which is or was subject to a "dedicated insurance program".

This exclusion applies whether or not the "dedicated insurance program":

(1) Provides coverage to one or more contractors;

(2) Provides multiple lines of coverage;

(3) Provides coverage identical to that provided by this Policy;

(4) Has adequate limits to cover all claims; or

(5) Remains in effect.

However, this exclusion only applies if you were, at any time, "enrolled", in the "dedicated insurance program".

SECTION IV – DEFINITIONS is amended and the following Definitions are added:

"Dedicated insurance program" means Wrap-Up program(s), Owner Controlled Insurance Program(s), Contractor Controlled Insurance Program(s) and any other job or project specific insurance program(s) whether provided by you or any other person or entity.

"Enrolled" means a participant in any "dedicated insurance program" if noted or indicated as such in any of your records, any program records, any certificate, any record of payment for enrollment or participation, or any other writing, record or agreement.

As used in this endorsement, "products-completed operations hazard" and "your work" shall have the same definitions as contained in the "controlling underlying insurance".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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EXCLUSION – SPECIFIED OPERATIONS AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

SECTION I – COVERAGES, 2. Exclusions is amended and the following Exclusion is added:

Insurance provided under this Policy does not apply to “injury or damage” arising out of either your ongoing operations or operations included within the “products-completed operations hazard” for the specific operations as described and scheduled below in this endorsement. This exclusion applies to “injury or damage” occurring at any time, regardless of whether the operation is in progress, planning or preparation, or has been completed.

As used in this endorsement, “products-completed operations hazard” shall have the same definition as contained in the “controlling underlying insurance”.

SCHEDULE

Operations:
This insurance does not apply to "injury or damage" that in any way, in whole or in part, arises out of, or relates to "residential property." This exclusion includes, but is not limited to, any such "injury or damage" arising out of, relating to or resulting from the construction, development, maintenance, repair, renovation, ownership, occupation or use of "residential property." This exclusion also applies to improvements to land including but not limited to grading, excavating, utilities, road paving, curbs, and sidewalks prior to, during, and after construction of the "residential property." We will have no duty to defend any insured, including any additional insured, against any "suit" involving "residential property." This exclusion also applies to any obligation to share damages with, repay, or indemnity someone else who must pay damages because of such "injury or damage."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

THE DEFENDER COMMERCIAL UMBRELLA POLICY
EXCESS INSURANCE POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of "a certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as defined in any applicable Coverage Part or underlying insurance.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

All other terms and conditions remain unchanged.

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FLORIDA CONSUMER COMPLAINT NOTICE

Crum & Forster is a registered trademark of United States Fire Insurance Company.

Crum & Forster policies may be written in the following insurance companies: United States Fire Insurance Company, The North River Insurance Company and Crum & Forster Indemnity Company.

Please refer to your Policy Declarations for the name of the insurance company that issued your policy.

If you have any questions or complaints about your insurance coverage with us, we are available to help you. For assistance, please contact your independent insurance agent or contact Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962
888-890-1500
info@cfins.com

Please include your policy number in any correspondence or have it available when calling.

CRUM & FORSTER
A FAIRFAX COMPANY

NOTICE TO POLICYHOLDER

FLORIDA
RISK MANAGEMENT / LOSS CONTROL

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

Florida law requires us to communicate to you with respect to the existence and availability of our risk management program. This program includes all measures, services, guidelines, and plans established by us for your use in the handling of your risks.

The risk management program includes the following:

(a) Safety measures, including, as applicable, the following areas:

1. Pollution and environmental hazards;
2. Disease hazards;
3. Accidental occurrences;
4. Fire hazards and fire prevention and detection;
5. Liability for acts from the course of business;
6. Slip and fall hazards;
7. Product injury; and
8. Hazards unique to a particular class or category of insureds.

(b) Training to insureds in safety management techniques.

(c) Safety management counseling services.

If requested by you in writing, we shall develop and provide you with guidelines for a risk management plan within 60 days. The guidelines are descriptive instructions and criteria to help you develop a risk management plan. The guidelines will be oriented towards the reduction of losses that are typically associated with the type of risk experienced in your business. Please note that the guidelines are not the same thing as a risk management plan. It is your responsibility to develop a risk management plan.

In order to use the available service, you must send us a written request for guidelines for a risk management plan. The request shall be sent to:

Loss Control Department
Crum & Forster
1035 Greenwood Boulevard
Suite 265
Lake Mary, FL 32746

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY OR THE ENDORSEMENTS THEREOF.

CRUM & FORSTER
A FAIRFAX COMPANY
EST. 1822

IMPORTANT NOTICE

To Our Florida “Umbrella” and “Excess” Policyholders:

Section 627.727 Florida Statutes requires that we give you the option of purchasing Uninsured and/or Underinsured Motorist Insurance coverage under this policy up to a maximum limit of $1,000,000 each occurrence. This coverage would apply in EXCESS of the Uninsured and/or Underinsured Motorist limit provided by your primary automobile liability policy.

We have included this $1,000,000 EXCESS Uninsured and/or Underinsured Motorist coverage in this policy at no additional cost to you. But in order for it to become effective you must purchase a PRIMARY Uninsured Motorist limit of $1,000,000 in your automobile liability policy which must apply to all owned or operated motorized automobiles.

If primary Uninsured and/or Underinsured Motorist coverage in the amount of $1,000,000 is not maintained in your automobile liability policy Uninsured and/or Underinsured Motorist coverage is EXCLUDED by this policy.

NOTICE OF CANCELLATION – NAMED ENTITY(IES)

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

In the event of cancellation or material change which reduces or restricts the insurance afforded by this Policy, the company agrees to mail 10 days prior written notice of such cancellation or material change to the entity(ies) named in the **SCHEDULE** below.

In the event of cancellation for nonpayment of premium, the company will mail 10 days' notice of cancellation.

SCHEDULE

Named Entity(ies): Verdex Construction LLC, 1545 Centrepark Dr, West Palm Beach, FL 33401; The Whiting Turner Contracting Company, 1901 W. Cypress Creek Road, #101, Ft. Lauderdale, FL 33309; Miller Construction Company; Owner; and any other additional parties; C/O: myCOI; 1075 Broad Ripple Avenue, Suite 313, Indianapolis, IN 46220; Quest Contracting, LLC 5715 Corporate Way, West Palm Beach, FL 33407; Sisca Construction Services, LLC,5589 Okeechobee Blvd Suite 201, West Palm Beach, FL 33417; Amazon.com Attn: Avetta P.O. Box 51387, Irvine, CA 92619; Hedrick Brothers Construction Co., Inc. 2200 Centrepark West Dr., Suite 100, West Palm Beach, FL 33409; R3 Restoration LLC & Affiliates, 1821 Walden Office Square, Suite 230 Schaumburg, IL 60173; Flower & Company LLC, 360 Columbia Drive, Suite 105, West Palm Beach, FL 33409; City of Fort Lauderdale 100 N. Andrews Avenue, Fort Lauderdale, FL 33301; Stiles McHugh, LLC, Owner and/or Developer C/ Omy COI1075 Broad Ripple Avenue, Suite 313, Indianapolis, IN 46220; The Broward Sheriff's Office, 2601 W Broward Blvd, Fort Lauderdale, FL 33312; 1370 South Ocean, LLC, c/o Kast Construction Company, 701 Northpoint Parkway, #400, West Palm Beach, FL 33407; Wexford Miami, LLC c/o Cushman & Wakefield 1051 NW 7th Avenue Miami, FL 33136; Lincoln Property Company c/o Registry Monitoring Insurance Services ,Inc. 5388 Sterling Center Drive, Westlake Village, CA 91361; CF Multifamily Holdco LCC/O Net Vendor, 19801 SW 72nd Ave, Suite 300, Tualatin, OR 97062; Hunt-Moss, a Joint Venture 2101 N. Andrews Ave., Fort Lauderdale, FL 33311; Finfrock Construction, LLC 2400 Apopka Blvd., Apopka, FL 32703; Grycon, LLC, Owner, and their Representatives; University of Miami, c/o my COI1075 Broad Ripple Ave., Suite 313 Indianapolis, IN 46220; Dynamic Facility Services 235 East Broad Street ,Suite A Front West Hazelton, PA 18202; Willow Bridge Property Company LLC c/o Net Vendor 19801 SW 72nd Ave., Suite 300, Tualatin, OR 97062; Kast Construction Company, 701 Northpoint Parkway, Suite 400, West Palm Beach, FL 33407; Verdex Construction, 1501 Belvedere Rd., Suite 200, West Palm Beach, FL 33406; Stiles Construction, Owner and/or Developer, C/O; my COI, 1075 Broad Ripple Ave., Suite 313, Indianapolis, IN 46220; Hatcher Construction & Development Inc., 710 W Atlantic Avenue; Delray Beach, FL 33444; P.R.O. Building System, Inc., Owner, and all other, 3678 N Peachtree Road, Atlanta, GA 30341; Advanced Commercial Interiors, Inc., 501 East Las Olas Blvd, Suite 300, Fort Lauderdale, FL 33301; Proctor Construction Company, LLC, and the Project Owner, 2050 US Hwy 1, ste. 200, Vero Beach, FL 32960; City of Riviera Beach, 600 West Blue Heron Boulevard, Riviera Beach, FL 33404; TLC Diversified, Inc., owner, their officers, directors, members, agents consultants or employees, 2719 17th St. East, Palmetto, FL 34221

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, NJ

(A Capital Stock Company)

SIGNATURE

Marc J. Adee
Chairman and CEO

SIGNATURE

Michael P. McTigue
Secretary

MI 07 002 01 21

CRUM & FORSTER®
A FAIRFAX COMPANY
EST. 1822

EXCESS LIABILITY COVERAGE FORM

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CRUM & FORSTER
A FAIRFAX COMPANY
EST. 1822

EXCESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Policy have special meaning. Refer to **SECTION IV – DEFINITIONS.** Other words and phrases that are not defined under this Policy but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which this insurance applies.

We will have the right and duty to defend the insured against any "suit" seeking damages for such "injury or damage" when the "retained limit" has been paid in full. When we have no duty to defend, we will have the right to defend, or to associate in the defense of, the insured against any "suit" seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any "suit" seeking damages for which insurance under this Policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or "suit".

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in **SECTION II – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have paid the applicable limit of insurance in the payment of judgments or settlements under this Policy. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have paid the applicable limit of insurance in the payment of defense expenses, judgments, or settlements under this Policy.

b. The insurance under this Policy will follow the same provisions, exclusions, conditions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this Policy. To the extent such provisions differ or conflict, the provisions of this Policy will apply. However, the coverage under this Policy will not be broader than that provided by any "underlying insurance".

If any applicable "underlying insurance" does not pay for "ultimate net loss" for any reason other than the exhaustion of its applicable limit of insurance by payment of claims or "suits", then this Policy will not cover such "ultimate net loss".

c. There may be more than one "controlling underlying insurance" listed in the Schedule of Underlying Insurance, and there may be terms and provisions in those respective policies that are in conflict and which are not superseded by the provisions of this Policy. In such a case, the provisions, exclusions and

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limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or "suit" is brought will apply.

d. If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Schedule of Underlying Insurance.

e. Any person or entity qualifying as an additional insured under the "controlling underlying insurance" will be an additional insured under this Policy. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the minimum amount of insurance required by the contract or agreement less any amounts payable by "underlying insurance" and all other insurance available to the additional insured. Under no circumstances will we pay on behalf of the additional insured an amount exceeding the available Limit of Insurance applicable under this Policy.

Additional insured coverage, as provided by this Policy, will not be broader than coverage provided by any "underlying insurance".

2. Exclusions

Insurance provided under this Policy does not apply to:

a. Asbestos

"Injury or damage", loss, cost or expense directly or indirectly caused by, resulting from, in consequence of, or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or "event" that contributes concurrently or in any sequence to the "injury or damage", loss, cost or expense.

b. Auto

"Injury or damage", loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists' coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of "pollutants".

This exclusion applies whether or not such "pollutants" have any function in your business, operations, premises, site, or location.

d. Workers' Compensation and Similar Laws

Any obligation of any insured under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.

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SECTION II – 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 number of vehicles involved;

c. Persons or organizations making claims or bringing "suits"; or

d. Limits available under any "underlying insurance".

2. The Limits of Insurance as shown in the Declarations will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Total Policy Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy other than any claims for damages arising out of the ownership, maintenance, or use of a covered auto. The Total Policy Aggregate Limit applies regardless of the sums indicated in the Declarations for any General Aggregate Limit or Products-Completed Operations Aggregate Limit, and applies collectively, rather than separately, to all locations or projects.

c. Subject to **2.b.** above, the General Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy other than any claims for damages falling within the products-completed operations hazard or arising out of the ownership, maintenance or use of a covered auto.

Subject to **2.b.** above, the Products-Completed Operations Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" included within the products-completed operations hazard.

However, if any "underlying insurance" does not provide separate aggregate limits for "ultimate net loss" within the products-completed operations hazard, the General Aggregate set forth above is the most we will pay for all "ultimate net loss", including "ultimate net loss" within the products-completed operations hazard. Under such circumstances, any limit appearing in the Declarations for a Products-Completed Operations Aggregate Limit does not apply.

d. Subject to Paragraph **2.b.** and **2.c.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this Policy because of all "injury or damage" arising out of any one "event".

e. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. The Aggregate Limits of "underlying insurance", where applicable, shall be unimpaired at the attachment date of this Policy, and for the purpose of this insurance, only "events" to which this insurance applies, taking place during the Policy Period of this Policy, shall be considered in determining the extent of any exhaustion of the Aggregate Limits of "underlying insurance", where applicable.

4. If this Policy and any other policy issued by us, or by any other affiliated insurance company within the Crum & Forster group of companies, applies to the same incident, “event,” act, offense, claim, “suit,” or occurrence for which any insured under this Policy is legally liable, then the maximum limit of insurance payable for all “injury or damage” covered under the policies will not exceed the highest applicable Each Occurrence limit of insurance available under any one policy for the incident, “event,” act, offense, claim, “suit,” or occurrence. However, this does not apply to any other insurance issued to you by us, or by any affiliated insurance company within the Crum & Forster group of companies, which is specifically written to be either primary or in excess of this Policy.

The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Total Policy Aggregate Limit of this Policy apply separately to each consecutive annual period of this Policy and to any remaining period of this Policy of less than 12 months, starting with the beginning of the Policy Period shown in

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the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply:

1. Appeals

If any "underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We also will pay for taxable court costs, pre and post judgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II – LIMITS OF INSURANCE**.

2. Bankruptcy

a. Bankruptcy or Insolvency of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

b. Bankruptcy of Underlying Insurer

Bankruptcy or insolvency of any "underlying insurer" will not relieve us of our obligations under this Policy. However, insurance provided under this Policy will not replace any "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". The insurance provided under this Policy will apply as if the "underlying insurance" were in full effect and recoverable.

3. Cancellation

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.

e. If this Policy is cancelled, subject to any audit, we will send the first Named Insured any premium refund due. If we cancel, any refund will be pro rata. If the first Named Insured cancels, any refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms and conditions of this Policy, with our consent, provided, however, that this Policy's terms and conditions can be amended or waived only by written endorsement issued by us and made a part of this Policy.

5. Duties in the Event of a Claim, Event, or Suit

a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this Policy. To the extent possible, notice should include:

(1) How, when and where the "event" took place;

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(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury or damage" arising out of the "event".

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other insured involved must:

(1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.

7. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

The first Named Insured will furnish us, as soon as practicable, with a complete copy of any "underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Policy.

8. Legal Action Against Us

No person or organization has a right under this Policy to join us as a party or otherwise bring us into a "suit" asking for damages from an insured or to sue us on this Policy 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 Policy 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, "underlying insurer" and the claimant or the claimant's legal representative.

9. Loss Payable

Liability under this Policy does not apply to a given claim unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit", and the obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "underlying insurer" (or a representative of one or more of these) and us.

10. Maintenance of/Changes to Underlying Insurance

Any "underlying insurance" must be maintained in full effect during the Policy Period of this Policy, without change of coverage or reduction of limits except for the reduction of aggregate limits in accordance with the provisions of such "underlying insurance" that results from "injury or damage" to which this insurance applies. Such exhaustion or reduction of limits is not a failure to maintain "underlying insurance".

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Failure to maintain "underlying insurance" will not invalidate insurance provided under this Policy, but insurance provided under this Policy will apply as if the "underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced, otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

11. Other Insurance

a. If other insurance that is not "underlying insurance" applies to any claim or "suit" that is also covered under this Policy, then this Policy shall apply in excess of and shall not contribute with such other insurance.

b. When a person or organization that is an additional insured under all "underlying insurance" requires in a written contract with you that this insurance be non-contributory, then we shall not seek contribution from other insurers that provide coverage to the additional insured as a Named Insured for "ultimate net loss" sustained by such additional insured after all underlying limits have been exhausted. If an additional insured has coverage under any other policy[ies] as an additional insured, this Policy applies excess of all such insurance, and this Policy will not contribute to any "ultimate net loss". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where this Policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

The provisions of this Other Insurance condition will not apply if such other insurance is specifically written to be excess of this Policy. If no other insurer defends, we may undertake to do so in accordance with the defense provisions set forth elsewhere in this Policy, but we will be entitled to the insured's rights against all those other insurers.

12. Premium

The premium, as stated in the Declarations of this Policy, is a flat premium, unless there is a rate per an exposure base shown on this Policy, and an endorsement stating such is attached to this Policy. In that case, the premium is subject to adjustment in accordance with the terms of that endorsement.

The premium, as stated in the Declarations of this Policy, may be adjusted if an additional premium charge is made to the "underlying insurance" or if there is an increase in the risk assumed by us during the Policy Period of this Policy.

13. Transfer of Defense

a. Defense Transferred to Us

When the "retained limit" has been paid in full, we will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies and which would have been covered by the "underlying insurance" had the applicable "retained limit" not been exhausted.

Where the settlement of any "suit" defended by any "underlying insurer" results, or will result, in the exhaustion of the "retained limit" and also will require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the settlement, we will have the right, but not the duty, to assume the transfer of the defense of the insured with respect to that "suit", but we will be under no obligation to have the defense transferred to us unless and until the "retained limit" has been paid in full.

Where the satisfaction of any judgment entered against the insured in a "suit" defended by any "underlying insurer" results, or will result, in the exhaustion of the "retained limit" and also will require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the satisfaction of that judgment, we will have the right, but not the duty, to defend the insured with respect to that "suit", but we will be under no obligation to have the defense transferred to us.

b. Defense Transferred by Us

When our limits of insurance have been exhausted, our duty to provide a defense will cease. We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Policy of any outstanding claims or "suits" seeking damages to which this insurance applies and which would have been covered had the applicable limit not been exhausted.

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In the event that there is no insurance written as excess over this Policy, we will cooperate in the transfer of control to the insured and its designated representative.

14. Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

If you and any insurer providing "underlying insurance", prior to the time of an "event", waive in writing any right of recovery against a specific person or organization for any liability, we also will waive any rights we may have against such person or organization to the same extent waived by you and any insurer providing "underlying insurance".

The amount recovered shall be apportioned in the inverse order of payment of the "ultimate net loss" to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

SECTION IV – DEFINITIONS

As used in this Policy:

1. **"Controlling underlying insurance"** means a policy of insurance listed in the Schedule of Underlying Insurance and identified as "controlling underlying insurance".

2. **"Event"** means an occurrence, offense, accident, act, or other event to which the applicable "controlling underlying insurance" applies.

3. **"Injury or damage"** means any injury or damage covered in the applicable "controlling underlying insurance" arising from an "event".

4. **"Pollutants"** mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

5. **"Retained limit"** means the sum of all applicable "underlying insurance" shown in the Schedule of Underlying Insurance and any other insurance or self-insurance applicable to the claim or "suit", except insurance specifically written to apply in excess of this Policy.

6. **"Suit"** means a civil proceeding in which damages because of "injury or damage" to which this insurance applies are alleged. "Suit" includes:

   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

7. **"Ultimate net loss"** means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

   a. Settlements, judgments, binding arbitration; or

   b. Other binding alternate dispute resolution proceeding entered into with our consent.

   "Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

8. **"Underlying insurance"** means the policy or policies (including any renewal or replacement of such policies) of insurance listed in the Schedule of Underlying Insurance including the "controlling underlying insurance" and any self-insured retentions.

9. **"Underlying insurer"** means any insurer that provides a policy of insurance listed in the Schedule of Underlying Insurance.

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-069- Approve a Piggyback Agreement with the City of Boynton Beach and Preferred Governmental Claim Solutions, Inc (PGCS) for professional services related to Workers' Compensation and Third-Party Liability Claims Administration in the total amount not to exceed $181,000 for the period July 1, 2026 - August 30, 2027.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-069.

Explanation of Request:

The Risk Management Division is seeking to enter into a piggyback agreement with Preferred Governmental Claim Solutions, Inc. (PGCS). This agreement would replace the City's two existing Third-Party Administrator (TPA) agreements, which are projected to cost approximately $124,900 this fiscal year, and consolidate all claim data entry and retrieval into one centralized system rather than three separate external databases.

PGCS utilizes a flat monthly fee structure, allowing the City to submit an unlimited number of claims, a significant improvement over the current per-claim charge model. This change also allows the City to cancel its existing $95,000 Risk Management Information System contract with Origami Risk, as PGCS's software provides the same functionality in one platform. These costs will be more appropriately shifted to the loss fund, which is designated for actual claim payments rather than claims management fees.

Additionally, the PGCS Claims Management System offers powerful reporting capabilities, including standard reports, trend analysis, custom dashboards, and detailed claim status tracking. These tools will give Risk Management staff the data they need to make informed, data-driven decisions from a single, centralized system.

This purchase will be made under the Piggyback Exemption authorized by the City's Purchasing Policy. Piggyback contracts provide significant value to the City of Boynton Beach

by offering a cost-effective and efficient method of procurement. Leveraging contracts competitively awarded by other governmental entities allows the City to avoid issuing its own formal solicitation, which can be time-consuming and resource-intensive. This process accelerates access to needed goods and services while benefiting from favorable pricing achieved through economies of scale. Additionally, piggyback agreements utilize vendors who have already undergone a rigorous competitive evaluation, reducing administrative workload and mitigating risks associated with vendor performance. Overall, piggyback procurement streamlines operations, saves taxpayer dollars, and supports timely and effective service delivery for City departments and residents.

How will this affect city programs or services? The agreement with PGCS will positively impact City programs and services by consolidating claim data entry and retrieval into one centralized system, replacing three separate external databases and reducing administrative burden on Risk Management staff. The robust reporting tools and dashboards will support better data-driven decision-making.

Budgeted Item: Yes

Account Line Item and Description: 522-1710-519-49.17 Other Contractual Services

Fiscal Impact: Budgeted Expense not to exceed $181,000.

Attachments:
R26-069 Agenda_Item__4555-2026_Resolution_for_Preferred_Governmental_Claim_Solutions_Piggyback_agmt.docx
PGCS -Piggyback Agreement.docx
Exibit B - PGCS Proposal ltr.pdf

RESOLUTION NO. R26-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT BETWEEN THE CITY AND PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC., FOR THIRD-PARTY ADMINISTRATION SERVICES IN THE AMOUNT NOT TO EXCEED 181,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Riviera Beach awarded a professional services contract for Workers' Compensation and Third-Party Administration services through Bid No. 107-22-3; and

WHEREAS, on August 22, 2022, the City of Riviera Beach entered into an Agreement ("Master Agreement") with Preferred Governmental Claim Solutions, Inc., ("Vendor") for Professional Services Related to Workers Compensation and Third-Party Administration Services ("Services") through September 1, 2025, with an option to renew for two (2) additional one-year periods; and

WHEREAS, the City desires to obtain the Services from Vendor; and

WHEREAS, the City's Purchasing Policy Section X – 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; 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 Piggyback Agreement between the City and Preferred Governmental Claim Solutions, Inc., for Third-Party Administration Services in the amount not to exceed 181,000.

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 Piggyback Agreement between the City and Preferred Governmental Claim Solutions, Inc., for Third-Party Administration Services in the amount not to exceed 181,000 (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 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 Kendra Brown to forward to the Vendor.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-069

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC. (PGCS) FOR THIRD-PARTY ADMINISTRATION SERVICES

This Piggyback Agreement is made as of this __ day of _____, 20__, by and between Preferred Governmental Claim Solutions, Inc., a Florida corporation, with a principal address of 2301 Maitland Center Parkway, Suite 450, Maitland, Florida 32751, 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, the City of Riviera Beach awarded a professional services contract for Workers' Compensation and Third-Party Administration services through Bid No. 107-22-3; and

WHEREAS, on August 22, 2022, the City of Riviera Beach entered into an Agreement ("Master Agreement") with Preferred Governmental Claim Solutions, Inc. (PGCS) ("Vendor") for Professional Services Related to Workers Compensation and Third-Party Administration Services ("Services") through September 1, 2025, with an option to renew for two (2) additional one-year periods; and

WHEREAS, the City desires to obtain the Services from Vendor; and

WHEREAS, the City's Purchasing Policy Section X – 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**.

WHEREAS, the Vendor has provided the City with an initial proposal for Professional Services Related to Workers Compensation and Third-Party Administration Services, attached as **Exhibit B**, and the City may obtain additional Services on an as-needed basis pursuant to the terms of this Agreement throughout the duration of the term.

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 into this Agreement.

2. **TERM:** The term of this Agreement commences on April 1, 2026, and will remain in effect until September 1, 2027. 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.

3. **CONTRACT TERMS:** The Vendor agrees to provide Services to the City 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 "City of Riviera Beach" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor pursuant to the rates outlined in the Master Agreement and Fee Proposal. The City may purchase additional Services from Vendor on an as-needed basis pursuant to the terms of this Agreement in an amount not to exceed One Hundred Eighty-One Thousand Dollars ($181,000.00). The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein; any purchase in excess of this threshold shall require City Commission approval.

4. **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: Viviane Ruiz
Preferred Governmental Claim Solutions, Inc. (PGCS)
2301 Maitland Center Parkway

Suite 450
Maitland, Florida 32751
Telephone: (407) 373-6240
Email: Viviane.ruiz@usis-tpa.com

With a copy to: LegalNotices@us.davies-group.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
   Email: AP@bbfl.us

   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, the hourly rate, and the dates(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 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.

6. **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.

7. **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.

8. **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.

9. **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

10. **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.

11. **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.

12. **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 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.

13. **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.

14. **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.

15. **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.

16. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. 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.

17. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its

compensation for services performed to the termination date, including services reasonably related to termination. If the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

18. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the parties, this Agreement shall be subject to cancellation by the either party for cause should the other party neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continues for thirty (30) calendar days after receipt of written notice of such neglect or failure.

19. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate vendors, 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 Agreement, (B) the negligent, reckless, or intentional acts or omissions by Vendor's, its agents, employees, subcontractors, participants, and volunteers in the performance of services hereunder, 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 costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

20. **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 additional insured.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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, which consent shall not be unreasonably withheld. 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.

26. **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.

27. **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.

28. **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.

Signature Page to follow

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last set forth below.

CITY OF BOYNTON BEACH, FLORIDA

_____

Rebecca Shelton, Mayor

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____

Tammy Stanzione, Deputy City Clerk

PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC.

_____

(Signature), Company

_____

Print Name of Authorized Official

_____

Title

(Corporate Seal)

Attest/Authenticated:

_____

(Signature), Witness

_____

Print Name

EXHIBIT A

MASTER AGREEMENT BETWEEN CITY OF RIVIERA BEACH AND PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC. (PGCS)

EXHIBIT B

PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC. (PGCS) PROPOSAL

2301 Maitland Center Parkway, Suite 450
Maitland, Florida 32751
321-832-1400

April 6, 2026

City of Boynton Beach
100 E Ocean Ave
Boynton Beach, Florida 33435
Steve Shields, Division Director, Risk Management
Via email: shieldss@bbfl.us

Reference: Worker's Compensation and Liability Third Party Administrator (TPA) Services - PGCS

Dear Mr. Shields:

Thank you for the opportunity to present this contract.

Please find attached the following documents for your reference:

- Pricing Proposal
- Implementation Plan, which includes a scheduled start date of July 1, 2026.
  If the City wishes a different start date please let us know.

City of Riviera Beach

- Current Resolution No. 96-25, passed and adopted on August 20, 2025
- Piggyback Agreement (Scope of Work is outlined as Exhibit A)

Please review the attached documents and sign below to acknowledge your acceptance.

Respectfully submitted,

President, Workers' Compensation, Managed Care & Ancillary Services
viviane.ruiz@usis-tpa.com
407.373.6240

City of Boynton Beach

Sign: _____ Date:_____

Name: _____ Title:_____

Preferred Governmental Claim Solutions, Inc. (PGCS)

Sign: _____ Date: 4/6/2026

Name: Viviane Ruiz Title: President of Workers' Compensation, Casualty & Managed Care

PGCS Claim Services
A Davies Company

Fee Proposal

New Claims	Annual	Monthly
Workers Compensation	$39,000	
Liability	$78,000	
Total	$117,000	$9,750

Workers' Compensation

Service	PGCS Fee	Monthly Flat Fee
WC Claims Flat Fee	$39,000*	$3,250
Report Only Claims	Included	
Medicare 111 Filing (per claim)	Included	
Claim Intake (per claim)	Included	
Final Claim Filing (per claim)	Included	
TCM (per hour)	$85	
Medical Bill Review (per bill)	$7.00 + 27% savings (No charge for Duplicates)	
Mail EOB to Provider (per bill)	Included	
Open Claims	No Charge	

Liability

Service	PGCS Fee	Monthly Flat Fee
Flat Fee	$78,000	$6,500
GL Claims Flat Fee	*Need Full Loss Run*	
Report Only Claims – No Charge	Included	

Other Ancillary Fees	PGCS Fee
Loss Control Services (per hour)	$165
Medical Bill Review	$7.00 + 27% savings (per bill) (No charge for Duplicates)
Telephonic Nurse Case Management (per hour)	$85
Subrogation	20% of Recovery
On Site Training (per hour)	1 per included per year
System Reports	Included
Claim Review Meetings	Included
Annual Stewardship Meetings	Included
Technical Conversion Fee (ONE TIME Charge) – both conversions	$6,000
Annual Admin Fee (WC & Liability Combined) Compliance, Technology, Data Trends, Trainings.	$4,000

Pricing and Service Overview

- Annual increase of CPI or 3.0%, whichever is less.
- Workers' Compensation (WC) Pricing: Based on estimated annual claim volume, averaging approximately 30 Medical Only (MO) and 50 Lost Time (LT) claims per year. We reserve the right to renegotiate if volume exceeds the average by over 20%.
- Liability Pricing: Determined by an average annual claim volume of approximately 100 reported claims. We reserve the right to renegotiate if volume exceeds the average by over 20%.
- Rebound Pro Integration: Available to support Return-to-Work (RTW) coordination.
- Medical Bill Review & Telephonic Case Management: These services are allocated directly to the individual claim file and are not included in the monthly flat fee. No charges are applied for duplicate medical bill submissions.
- Annual Fee: Does not include claim-specific costs allocated to individual files.
- Preferred Agreement: Auto PD and Property Claims are currently managed by PGCS under an existing preferred vendor agreement and not included into this pricing proposal.
- Pricing is subject to review and potential renegotiation if annual claim volume fluctuates by more than 20%.

Boynton Beach Implementation Plan

smartsheet

	Task	Start Date	End Date	Status	Assigned To	Owner	Description
1	**Implementation Plan: City of Boynton Beach**	**05/01/26**	**07/17/26**		**To Be Assigned In Phase 1 (Project Planning)**	**PGCS/ CBB**	**Phase 1 is Project Planning. Phase 2 is claim intakes. Phase 3 is the historical data conversion. Project. Due dates will be modified and finalized in the planning phase. In addition, Sprints and tasks may be added or removed during project planning as applicable. Go live data is 7/1/2026. Project Closure is 7/17/2026 to allow final data conversion.**
2	**Phase 1: Project Planning**	**05/01/26**	**05/15/26**	**Not Started**	**To Be Assigned In Phase 1 (Project Planning)**	**PGCS/ CBB**	**Each task to be assigned during project planning. Phase 1, Sprint 1. Sprint and Task Due Dates to be finalized during this phase. Sprints and Tasks may or may not be dependent on each other. Start to Finish, Finish to Start and prerequisite scenarios to be determined in the Project Planning Phase. Sprints and tasks may be removed or added as needed during project planning.**
3	**Sprint 1: Coordination / Initial Meetings**	**05/01/26**	**05/08/26**	**Not Started**	**To Be Assigned In Phase 1 (Project Planning)**	**PGCS/ CBB**	***Outline what the project will achieve, including specific deliverables.***
4	Initial Introduction Call	**05/01/26**	**05/01/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	Review all services that PGCS will provide
5	PGCS to Provide Org/Contact List	**05/01/26**	05/04/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
6	CBB to provide company contact info.	**05/01/26**	05/04/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
7	CBB to Provide Previous TPA Contact Info	**05/01/26**	05/04/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	CBB	
8	Set up Weekly Stakeholder Meetings	**05/01/26**	05/04/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	Who will owns the account? Is there an account set up, if so will we be using it?
9	Banking Initial Discussions/Meeting	05/04/26	05/06/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS/ CBB	This includes but is not limited to workflow, WC/Liability protCBBols, file transfers etc.
10	Submission/Discussion of Policies and Procedures/Protocols	05/04/26	05/06/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS/ CBB	PGCS to request list of current vendors from CBB. This includes current Pharmacy (Previous TPA)
11	List of current Vendors	05/04/26	05/06/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	CBB	PGCS to request list of current vendors from CBB. This includes current Pharmacy (Previous TPA)
12	Determine Last date for Medical Bill payment by current company/Establish Benefit cutoff date	05/04/26	05/06/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS/ CBB	
13	Request list of claims (All Claim Types) and claim counts for open and close claims	05/04/26	05/06/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
14	Web Portal demo	05/04/26	05/06/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
15	Website User Set Up.	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	CBB to provide user emails. PGCS will send user ID's and passwords via Secure Email.
16	Request Sample Claim Data (As Applicable)	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS/ CBB	
17	Carrier Approval for Transfer Letter (As applicable)	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	CBB	N/A
18	Set up in PGCS Systems (Risk Master/Corrus)	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	Risk Master ID: WC Corrus Payer ID:
19	Determine Reporting Needs	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
20	Determine Project Workflows	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
21	Define Project Requirements	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
22	Final Review of Project Tasks/ Finalize dates for all Phases, Sprints, and Tasks	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS/ CBB	
23	**Sprint 2: Staffing (As Applicable)**	**05/06/26**	**05/08/26**	**Not Started**	**To Be Assigned In Phase 1 (Project Planning)**	**PGCS**	
24	Identification of adjuster/nurse	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
25	Schedule Staff Training (As Applicable)	05/06/26	05/08/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
26	**Phase 2: Setup for Claims Intake on 6/1/2026 /Banking/Miscellaneous**	**05/11/26**	**06/01/26**	**Not Started**	**To Be Assigned In Phase 1 (Project Planning)**	**PGCS/ CBB**	**These items are required to set up CBB in PGCS systems.**
27	**Sprint 1: Initial Implementation Items**	**05/11/26**	**05/22/26**	**Not Started**	**To Be Assigned In Phase 1 (Project Planning)**	**PGCS/ CBB**	
28	Determine Procedures for Claims Intake	05/11/26	05/12/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS/ CBB	How will we receive new claims, email, PGCS to input on website, CBB to input on website
29	SFTP Policy Form	05/11/26	05/12/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS/ CBB	

	Task	Start Date	End Date	Status	Assigned To	Owner	Description
30	Set up SFTP for secure data transfer	05/12/26	05/13/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS/ CBB	PGCS will need the Fed and State Tax ID: FEIN: State ID for EDI"
31	EDI setup State code and insurer type, and setup	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
32	NAICS Code (As Applicable)	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
33	Policies	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS/ CBB	
34	CBB/Previous TPA to provide Hierarchy/Organizational Structure (Employer Hierarchy)	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
35	Employer Locatiions	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
36	OrgLevel6Definitions	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
37	OrgLevel1Definitions	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
38	Set up email notification for claims intake	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	Who will be receiving FROI, SROI forms.
39	Diaries	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
40	Class Codes	05/13/26	05/15/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
41	Loss Run up to 4/30/2026	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
42	Set up and train CBB on PGCS Website for Claims Intakes, reporting	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
43	State WC Filing Number and JCN number	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	State code and insurer type. This includes AQ set up and historical EDI data. https://secure.fldfs.com/wcapps/carrier/Car_Srch10.asp
44	Assign Claims Adjustors	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
45	Assign Diaries	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
46	Initial Claimant Letter Packet (set up as needed)	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
47	Billing Address for new claims to Previous TPA	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
48	Request/Receive List of Litigated/Adjudicated and "Hot" Claims from Previous TPA	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
49	Code Mappings/Data Dictionary	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	This includes Cause Codes, Payment Codes, reserve category codes, Note Type Codes etc.
50	Complete Liability Service Instructions	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
51	Complete WC Service Instructions	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
52	Send Finalized Claims Instructions back to CBB	05/18/26	05/22/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
53	**Sprint 2: Banking and account funding/Miscellaneous (as needed)**	**05/18/26**	**06/01/26**	**Not Started**	To Be Assigned In Phase 1 (Project Planning)	**PGCS/ CBB**	
54	Establish Banking Cutoff (Last date Previous TPA to print checks)	05/18/26	05/19/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS/ CBB	Establish Benefit Cutoff and Non-Medical Bill Review Cutoff
55	Determine Last date for Medical Bill payment by current company/Establish Benefit cutoff date	05/18/26	05/19/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS/ CBB	
56	Identify Starting Check Number	05/18/26	05/19/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
57	Identify Bank and funding type	05/18/26	05/19/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	Routing #: Fractional #: Account Name: Account Number: Address:
58	Send Signature cards to PGCS	05/19/26	05/20/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
59	Send MICR spec sheet from bank to PGCS	05/19/26	05/20/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	
60	Return signed signature cards to Bank	05/21/26	05/21/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	

	Task	Start Date	End Date	Status	Assigned To	Owner	Description
61	Set up MICR encoding and test check printing	05/21/26	05/21/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
62	Bank account set-up, signature cards for PGCS signatures, ACH agreements, etc., on file with the bank.	05/21/26	05/21/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
63	Set up Positive Pay	05/21/26	05/21/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
64	Check Setup/Special Check Handling situations	05/21/26	05/21/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS/ CBB	
65	Claim Protocols: Refunds, Stop payments, FROI/Initial Contact, Reserve Funding, Settlements, Reports	05/21/26	05/21/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS/ CBB	
66	Initial Funding of Bank Account	05/21/26	05/21/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	CBB	Set amount to fund the account and the date the account will be funded.
67	**Phase 3: Historical Data Load into PGCS Systems**	**06/01/26**	**06/30/26**	**Not Started**	To Be Assigned In Phase 1 (Project Planning)	**PGCS**	**All files, data and information to be attained by Previous TPA and then loaded into PGCS systems and/or set up accordingly. All data up to 12/31/2026. This will be noted and tracked in the Project Implementation Schedule. Data conversion to be complete upon full go live**
68	**Sprint 1: Initial Data Load**	**06/01/26**	**06/30/26**	**Not Started**	To Be Assigned In Phase 1 (Project Planning)	**PGCS**	**This includes creating test file into test and then into production as needed. Note there may be several test loads prior to production. Production data load is due at go live**
69	Receive Initial Data from Previous TPA	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
70	Program File Layouts to Input into PGCS systems	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
71	Load Historical Transactions	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	This includes balancing accounts as well as Reserves, Recoveries, Voids, Refunds, Adjustments, Payments etc.
72	Load Historical Claim/Claimant Data files	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	This includes full claim/claimant records. Including claim notes, data files, images, attachments, diaries, recorded statements.
73	Claim Information Load	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	Date to be loaded into Risk Master and transferred to Corrus as needed
74	Claim IAIABC	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
75	Agency Claim ID or JCN needed	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
76	Claim Lost Days	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
77	Claim Paid Day Data	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
78	Claim Open Days	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
79	Claim ICD 9 Codes and ICD 1 0Codes	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
80	Claim Events/Claim Status	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
81	Claim Events/Claim Type	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
82	Claim Events: Return to Work Date	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
83	Claim Events: Last Work Date	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
84	Claim Events: Initial Disability Date	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
85	Claim Events: Occurrences	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
86	Load Claim CMS Table	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
87	Load Claim Diaries	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
88	Load Claim Notes/Attachments	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	Add Videos or any attachments that cannot be loaded into Corrus into a network share.
89	Claim Information Misc	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
90	Claim Info Polices	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
91	Examiner Table	**06/01/26**	**06/30/26**	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	

	Task	Start Date	End Date	Status	Assigned To	Owner	Description
92	Missing SSN/DOB	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
93	Populate Claim Information Examiner/Second Examiner Field	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
94	Claim Number Mapping	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
95	Load Bill files/History/Vendor/Pharmacy Bill History	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
96	Litigation Data Load	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
97	Load Attorney Codes Table	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
98	Transactional Data Load	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	This includes Cause Codes, Payment Codes, reserve category codes, Note Type Codes etc.
99	Load Vendors	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
100	Reserve Mapping	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	Previous TPA to send paper files to PGCS. PGCS to convert to electronic files and load into the claims system
101	Payment Type Mapping	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	This includes all historical data for COBC, EDI, and ISO if applicable.
102	Load/Update Claims Transactions	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
103	Load Checkbook Entries	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
104	Claim Transaction History	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
105	Refresh Claims Total Table	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
106	Add Reserve Class Names in Reserves Class Name Table	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	Update RREDefinitions Table for COBC Update RRETaxIDs Table for COBC Update PGCSProd_Exclude Table with COBC, Add to the schedule per Submittal Dates are Submission Period.
107	Financial Balancing of the Data	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
108	1099 Submittal	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
109	Period and Service Dates	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
110	Period Date Split Multiple Years	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
111	Employee List	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	State code and insurer type. This includes AQ set up and historical EDI data.
112	SI-19, SI-20, and SI-17 Setup (As Applicable)	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
113	Monthly Reports	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	Set up and automate the monthly reports.
114	**Sprint 2: EDI, COBC, Pharm Setup, ISO**	06/01/26	06/30/26	**Not Started**	To Be Assigned In Phase 1 (Project Planning)	**PGCS**	
115	EDI Set Up	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS/ CBB	
116	Update EDI Trading Partner Form/Add to PGCS Systems	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	Update the EDI trading Partner File. Items need. Tax ID, Carrier or State ID and Legal Name of the Client.
117	Add to Tables to send EDI	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
118	COBC Set-Up	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
119	Attain COBC Profile Report	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS/ CBB	
120	Set Up Account Managers/Designees (COBC)	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
121	Update CORRUS RRE Master 2Payer Table add RRE ID	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	
122	COBC/RREID	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	COBC RRE ID:
123	Update RRE Definitions Table	06/01/26	06/30/26	Not Started	To Be Assigned In Phase 1 (Project Planning)	PGCS	Update CORRUS RREMaster2Payer Table

	Task	Start Date	End Date	Status	Assigned To	Owner	Description
124	Update REE Tax IDs Table	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	RREID needs to be populated on the claim or on Enterprise ID. Need Designee setup of their RREID account in order to send CMS
125	COBC DATES Add COBC Dates to report (Quarter/Week) to Spreadsheet	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	Update RREDefinitions Table for COBC
126	ISO/WC Calculator	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	Update RRETaxIDs Table for COBC
127	Install and train for the ISO App and WC Calculator	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	Update PGCSProd_Exclude Table with COBCNEED to know Reporting Cycle. Submittal Dates are Submission Period 2
128	Enterprise ISO Information	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
129	Pharmacy data, and Previous TPA setup (As Applicable)	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
130	Notify PBM of new client	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
131	Send PBM Payer/Carrier ID	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	Carrier ID/Pharmacy Key Code:
132	Verify that client is set up for PBM Data File Transfer in the Pharmacy Tables Properly.	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
133	Pharmacy Eligibility Files and History	**06/01/26**	**06/30/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	Set file feed to PBM. as well as the previous history from the previous PBM.
134	**Sprint 3: Final Data Load/Project Closure**	**07/01/26**	**07/17/26**	**Not Started**	**To Be Assigned In Phase 1 (Project Planning)**	**PGCS/ CBB**	**This includes but is not limited to all items in previous sprints.**
135	Go Live: Full Go Live in PGCS Systems	**07/01/26**	**07/01/26**	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
136	Claim level loss runs thru 6/30/2026	**07/01/26**	07/06/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	CBB	
137	Request Final Data/Verified Receive Date	**07/01/26**	07/06/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
138	Full Data extract from previous company as of 6/30/2026	07/06/26	07/10/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	CBB	A full file load is preferable over a make up file
139	Load Final Date into PGCS Systems	07/13/26	07/17/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	.
140	Balance Accounts	07/13/26	07/17/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
141	Update Project Documents	07/13/26	07/17/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS	
142	Project Closure Meeting	07/17/26	07/17/26	Not Started	**To Be Assigned In Phase 1 (Project Planning)**	PGCS/ CBB	

RESOLUTION NUMBER 96-25

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the renewal for two additional one-year periods of the contract with Preferred Governmental Claim Solutions, Inc. (PGCS) of Lake Mary, Florida, for professional services related to Workers Compensation and Third-Party Administration in the total amount of $274,254.00; authorizing the Director of Finance and Administrative Services to make payments from Account No. 101152102-534000; and providing an effective date.

Whereas, the City of Riviera Beach awarded a professional services contract for Workers' Compensation and Third Party Administration services to Preferred Governmental Claim Solutions, Inc. (PGSC) through Bid No. 1072-22-3. The resulting contract was executed on August 22, 2022, for services through September 1, 2025; and

Whereas, included in the bid document was the option to renew for two additional one-year periods. While both the City and PGCS intended for the contract to offer the City the renewal options, the contract failed to specifically include the option language; and

Whereas, the contractual language in Exhibit B of the contract allows the parties to negotiate for years 4 and 5, while also specifying non-negotiated dollar amounts of $135,100 for year 4 and $139,154 for year 5; and

Whereas, PGCS has provided the City with the required 30-day notice and has submitted a formal request to exercise the Year 4 renewal option at the specified amount of $135,100 for the period of August 17, 2025, through September 1, 2026; and

Whereas, the City can also accept a renewal option for Year 5 at the specified amount of $139,154 for the period of September 1, 2026, to September 1, 2027; and

Whereas, this request is for approval of Year 4 and Year 5 renewals in the amounts of $135,100 and $139,154 for a total of $274,254.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida as follows:

Section 1. The City Council hereby authorizes the Preferred Governmental Claim Solutions, Inc. contract renewals for Year 4 and Year 5. A copy of the contract information and Bid solicitation is attached hereto.

Section 2. The City Council hereby authorizes the payment of $135,100 for Year 4 and $139,154 for Year 5 for a total of $274,254.

Section 3. Upon execution of two (2) original renewal agreements, one (1) fully executed original shall be retained by the City Clerk for public record, and one fully executed original shall be provided to Preferred Governmental Claim Solutions, Inc.

Section 4. This Resolution shall take effect immediately upon its passage and approval by the City Council.

Passed and Adopted this 20 day of August, 2025.

APPROVED:

Douglas Lawson

Douglas Lawson
Mayor

Attest:

Debrah Hall

Debrah Hall
Acting City Clerk
Certified Municipal Clerk

MOTIONED BY: B. GUYTON

SECONDED BY: K. MILLER-ANDERSON

B. GUYTON: AYE

K. MILLER-ANDERSON: AYE

S. LANIER: AYE

G. SPIRITIS: AYE

F. DAVIS-PANIER: AYE

Reviewed as To Legal Sufficiency

Dawn S. Wynn
City Attorney

Date: 8/20/2025

PGCS Claim Services
A Davies Company

2301 Maitland Center Parkway, Suite 450
Maitland, Florida 32751
321-832-1400

July 18, 2025

Stephen Gude, SHRM-CP, CEBS
Senior Human Resources Manager
Human Resources, Risk Management Division
City of Riviera Beach
1481 W 15th St.
Riviera Beach, FL, 33404
Via: sgude@rivierabeach.org

Reference: Worker's Compensation and Liability Third Party Administrator (TPA) Services - PGCS

Dear Mr. Gude:

Please find the attached City of Rivera Beach agreement dated August 17, 2022 through September 1, 2025.

We would formally request to exercise the Renewal Option Year 4. In line with our contract.

August 17, 2025 – September 1, 2026
Year 4: $135,100

Respectfully submitted,

Viviane Ruiz
President, Workers' Compensation, Managed Care & Ancillary Services
viviane.ruiz@usis-tpa.com
407.373.6240

Please execute below:

City of Riviera Beach

Sign: _____ Date: 9/3/2025

Name: Douglas Lawson Title: Mayor

Reviewed as to Legal Sifficiency

_____
Dawn Wynn, City Attorney

Date: 8/20/2025

Preferred Governmental Claim Solutions, Inc. (PGCS)

Sign: _____ Date: 7/18/2025

Name: Viviane Ruiz Title: President, Workers' Compensation, Managed Care & Ancillary Services

Attachment: City of Rivera Beach Agreement

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made as of this 17th day of August, 2022, by and between the City of Riviera Beach, a Municipal Corporation, hereinafter referred to as "CITY", whose address is 600 West Blue Heron Boulevard, Riviera Beach, Palm Beach County, Florida, 33404 and Preferred Governmental Claim Solutions, Inc. a Florida corporation, hereinafter referred to as "CLAIM ADMINISTRATOR", whose address is 615 Crescent Executive Court, Suite 600, Lake Mary, FL 32746 and Federal Employer Tax ID number is 201565528.

In consideration of the mutual promises contained herein, the CITY and the CLAIM ADMINISTRATOR agree as follows:

ARTICLE 1 - SERVICES

The CLAIM ADMINISTRATOR'S responsibility under this Contract is to provide professional services in the area of Third Party Administration, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Steve Shields, Risk Manager, who may be contacted at telephone no. (561) 840-4879.

The CLAIM ADMINISTRATOR'S representative/liaison during the performance of this Contract shall be John Bledsoe, Executive Vice President, who may be contacted at telephone no. (407) 373-6500.

ARTICLE 2 - SCHEDULE

The CLAIM ADMINISTRATOR shall commence services on September 1, 2022 and complete all services by September 1, 2025. New Claims will be serviced starting September 1, 2022 and the handling of Legacy Claims will commence on October 1, 2022.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in the CLAIM ADMINISTRATOR'S proposal.

ARTICLE 3 - PAYMENTS TO CLAIM ADMINISTRATOR

A. The total amount to be paid by the CITY under this Contract for all services and materials shall not exceed a total annual contract amount of One Hundred Thirty One Thousand and One Hundred Sixty Six Dollars ($131,166.00). The CLAIM ADMINISTRATOR shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached. The CLAIM ADMINISTRATOR will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

B. Invoices received from the CLAIM ADMINISTRATOR pursuant to this Contract will be reviewed and approved by the CITY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. Final Invoice: In order for both parties herein to close their books and records, the CLAIM ADMINISTRATOR will clearly state "final invoice" on the CLAIM ADMINISTRATOR'S final/last billing to the CITY. This shall constitute CLAIM ADMINISTRATOR'S certification that all services have been properly performed and all charges and costs have been invoiced to the CITY. Any other charges not properly included on this final invoice are waived by the CLAIM ADMINISTRATOR.

D. In order to do business with the City, CLAIM ADMINISTRATORS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Procurement Department. If CLAIM ADMINISTRATOR intends to use sub-contractors, CLAIM ADMINISTRATOR must also ensure that all sub-contractor are registered as claim administrator in the vendor registration system. Additionally, subcontractor agreements must include a contractual provision requiring that the sub-contractor register in the vendor registration system. CITY will not finalize a contract award until the CITY has verified that the CLAIM ADMINISTRATOR and all of its sub-contractor are registered with the CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CLAIM ADMINISTRATOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CLAIM ADMINISTRATOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside claim administrators. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CLAIM ADMINISTRATOR upon ninety (90) days' prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CLAIM ADMINISTRATOR. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to the CLAIM ADMINISTRATOR or without cause upon ten (10) business days written notice to the CLAIM ADMINISTRATOR. Unless the CLAIM ADMINISTRATOR is in breach of this Contract, the CLAIM ADMINISTRATOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, in writing, the CLAIM ADMINISTRATOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CLAIM ADMINISTRATOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CLAIM ADMINISTRATOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CLAIM ADMINISTRATOR'S key personnel must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CLAIM ADMINISTRATOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CLAIM ADMINISTRATOR'S personnel (and all Subcontractors), while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CLAIM ADMINISTRATOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CLAIM ADMINISTRATOR uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CLAIM ADMINISTRATOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CLAIM ADMINISTRATOR. The CLAIM ADMINISTRATOR shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CLAIM ADMINISTRATOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CLAIM ADMINISTRATOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the CITY.

ARTICLE 10 – INSURANCE

See Exhibit C of this agreement which is incorporated herein by reference and made a part hereof.

ARTICLE 11 - INDEMNIFICATION

CLAIM ADMINISTRATOR shall indemnify and hold harmless the CITY, its elected officials, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the firm's officers, employees, agents, and other persons employed or utilized by the CLAIM ADMINISTRATOR or qualified individual in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the CITY shall promptly notify the firm or qualified individual in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of Notice in the Agreement.

The CITY shall provide all available information and assistance that the firm or qualified individual may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement.

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute § 768.28.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CLAIM ADMINISTRATOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CLAIM ADMINISTRATOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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 Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the CITY and/or CLAIM ADMINISTRATOR.

ARTICLE 14 - CONFLICT OF INTEREST

The CLAIM ADMINISTRATOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the CITY Code of Ethics. The CLAIM ADMINISTRATOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CLAIM ADMINISTRATOR shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CLAIM ADMINISTRATOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CLAIM ADMINISTRATOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CLAIM ADMINISTRATOR. The CITY agrees to notify the CLAIM ADMINISTRATOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CLAIM ADMINISTRATOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CLAIM ADMINISTRATOR, the CITY shall so state in the notification and the CLAIM ADMINISTRATOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CLAIM ADMINISTRATOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CLAIM ADMINISTRATOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CLAIM ADMINISTRATOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CLAIM ADMINISTRATOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CLAIM ADMINISTRATOR'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CLAIM ADMINISTRATOR shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CLAIM ADMINISTRATOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CLAIM ADMINISTRATOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CLAIM ADMINISTRATOR'S sole direction, supervision, and control. The CLAIM ADMINISTRATOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CLAIM ADMINISTRATOR'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.

The CLAIM ADMINISTRATOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CLAIM ADMINISTRATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CLAIM ADMINISTRATOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CLAIM ADMINISTRATOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CLAIM ADMINISTRATOR 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 Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CLAIM ADMINISTRATOR'S place of business.

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

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

ARTICLE 21 - NONDISCRIMINATION

The CITY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. CLAIM ADMINISTRATOR warrants and represents that throughout the term of the Contract, 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 Contract.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CLAIM ADMINISTRATOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CLAIM ADMINISTRATOR certifies that it, its affiliates, suppliers, subcontractors and claim administrators who will perform hereunder, have not been placed on the convicted vendor list

maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CLAIM ADMINISTRATOR of the CITY'S notification of a contemplated change, the CLAIM ADMINISTRATOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CLAIM ADMINISTRATOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CLAIM ADMINISTRATOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CLAIM ADMINISTRATOR shall not commence work on any such change until such written amendment is signed by the CLAIM ADMINISTRATOR and approved and executed by the City of Riviera Beach or its designated representative.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to:

City of Riviera Beach
ATTN: Steve Shields, Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404

With copy to:

Office of the City Attorney
1481 West 15th Street
Riviera Beach, Florida 33404

If sent to the CLAIM ADMINISTRATOR, notices shall be addressed to:

Preferred Governmental Claim Solutions, Inc.
615 Crescent Executive Court, Suite 600
Lake Mary, FL 32746

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CLAIM ADMINISTRATOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

The CLAIM ADMINISTRATOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CLAIM ADMINISTRATOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CLAIM ADMINISTRATOR certifies that it, its affiliates, suppliers, subcontractors and claim administrators who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CLAIM ADMINISTRATOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.

B. **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CLAIM ADMINISTRATOR certifies that it, its affiliates, suppliers, subcontractors and claim administrators who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the CITY determines, using credible information available to the public, that a false certification has been submitted by CLAIM ADMINISTRATOR, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CLAIM ADMINISTRATOR: (i) provides a service; and (ii) acts on behalf of the CITY as provided under Section 119.011(2) F.S., the CLAIM ADMINISTRATOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CLAIM ADMINISTRATOR is specifically required to:

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

B. Upon request from the CITY'S, 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 or as otherwise provided by law. The CLAIM ADMINISTRATOR further agrees that all fees, charges and expenses shall be determined in accordance with Florida Statutes.

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 CLAIM ADMINISTRATOR does not transfer the records to the CITY.

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

Failure of the CLAIM ADMINISTRATOR to comply with the requirements of this article shall be a material breach of this Contract. CITY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CLAIM ADMINISTRATOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CLAIM ADMINISTRATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CLAIM ADMINISTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: CLAUDENE ROBINSON, CITY CLERK, CROBINSON@RIVIERABEACH.ORG, 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FLORIDA 33404, 561-845-4090.

ARTICLE 31 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The CITY may execute the Contract through electronic or manual means. CLAIM ADMINISTRATOR shall execute by manual means only, unless the CITY provides otherwise.

ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CLAIM ADMINISTRATOR 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 CLAIM ADMINISTRATOR's subcontractors performing the duties and obligations of this CONTRACT 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.

CLAIM ADMINISTRATOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CLAIM ADMINISTRATOR shall maintain a copy of any such affidavit from a subcontractor 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.

CITY shall terminate this CONTRACT if it has a good faith belief that CLAIM ADMINISTRATOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CLAIM ADMINISTRATOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CLAIM ADMINISTRATOR to terminate its contract with the subcontractor and CLAIM ADMINISTRATOR shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, CLAIM ADMINISTRATOR shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CLAIM ADMINISTRATOR shall also be liable for any additional costs incurred by CITY as a result of the termination.

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CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, each of the Parties hereto has caused this Contract to be executed and delivered in its name and on its behalf by its duly authorized officer.

CORPORATE SEAL

CITY OF RIVIERA BEACH

DocuSigned by:

BY: Ronnie Felder

RONNIE L. FELDER
MAYOR

CLAIM ADMINISTRATOR.

BY:

JOHN BLEDSOE
SENIOR PROJECT MANAGER

ATTEST:

BY:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
MANAGER CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: 9-6-22

JONATHAN E. EVANS
CITY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:

DAWN S. WYNN
CITY ATTORNEY

Date: 8/17/2022

Procurement initials _____

EXHIBIT "A"
SCOPE OF WORK

The Claim Administrator is expected to complete the following tasks, at a minimum:

OWNERSHIP OF CLAIM FILES
The City shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the CLAIM ADMINISTATOR. Further, at the sole option of the City and upon ten (10) days written notice, the CLAIM ADMINISTRATOR shall return such files to the City.

At the termination of the contract, at the sole expense of the CLAIM ADMINISTRATOR, the CLAIM ADMINISTRATOR shall provide the City with digital media containing all of the City's claim data. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.

AUDIT OF FILES AND PROCEDURES
At the sole option of the City, CLAIM ADMINISTRATOR shall agree, at no additional cost to the City, to any audits conducted by the City or its designee (hereinafter, "Auditor") of CLAIM ADMINISTRATOR 's claim files and procedures as they relate to the services under the Agreement. The City shall have the right to audit during the contract period and for five (5) years following the termination of the Agreement.

TRANSITION SERVICES
CLAIM ADMINISTRATOR will transition City's claim files and data from the current TPA to CLAIM ADMINISTRATOR.

STEWARDSHIP REPORTS
CLAIM ADMINISTRATORs should provide Annual Stewardship Reports to the City.

CLAIMS MANAGEMENT AND INFORMATION SYSTEM
The CLAIM ADMINISTRATOR shall provide the City with the ability to access comprehensive on-line real-time electronic claim information data. CLAIM ADMINISTRATOR will provide staff and resources to assist City staff with training to effectively use system.

The CLAIM ADMINISTRATOR must provide access to online claim information systems to all City designees, including staff members. It is anticipated that at least 4 user logins will be needed.

The CLAIM ADMINISTRATOR agrees that the City shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet-based access available to the City 24 hours a day, seven days a week.

Claims data must be maintained so that reporting can be provided for the City self-insurance fund, and on an individual department basis.

Check registers will be presented to the City for approval. CLAIM ADMINISTRATOR and City will agree upon a schedule for this process. Checks must be approved by the City prior to release. There must be a simple process in place for the City personnel to verify there is adequate back up documentation for the check being written.

The Risk Management Information System (RMIS) must allow City personnel organization wide web-based access to incident reporting forms, include electronic routing of incident reporting

forms for supervisor, management, and safety review, allow attachment of photos and documents, and provide email notifications of new incidents and review tasks. Incidents within the RMIS would be managed by the City, but must be capable of being linked to claims handled by CLAIM ADMINISTRATOR.

Payment records (check images) should provide one-click access to supporting documentation.

The CLAIM ADMINISTRATOR shall provide the City with regular monthly reports, as agreed upon by the parties, in such a format as is acceptable to the City. The CLAIM ADMINISTRATOR will provide ad-hoc reports as requested by the City. Ad-hoc reporting should allow the City to build reports accessing all data fields available in the claim management system.

All reports required herein shall be emailed to the City within five (5) working days from the end of the reporting period (i.e., month, quarter, when requested by the City, etc.).

3.2 WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES

STAFFING REQUIREMENTS

CLAIM ADMINISTRATOR will provide the City with input regarding staffing assigned to the City's account.

COMPLIANCE WITH RULES OF DIVISION OF WORKERS' COMPENSATION

It shall be the responsibility of the CLAIM ADMINISTRATOR to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies. CLAIM ADMINISTRATOR will be responsible for all required State of Florida EDI DWC reporting.

CLAIM ADMINISTRATOR must agree to reimburse the City for payment of any fines, penalties or assessments assigned by the State of Florida, or other regulatory agency, for failure to comply with such rules and regulations, including EDI reporting, associated with the performance or responsibility of the service company.

WORKERS' COMPENSATION REQUIRED SERVICES

CLAIM ADMINISTRATORs must agree to provide all of the following services:

- administrative services
- claims services
- telephonic case management services
- first notice of injury services
- loss statistic services
- network access, managed care and development services
- medical bill review and audit services
- pharmaceutical benefit management services

ADMINISTRATIVE SERVICES

CLAIM ADMINISTRATORs are requested to provide the following administrative services:

a. In accordance with state mandated time frames, prepare (with the City's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.

b. In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).

c. Prepare, maintain, and file statistical or other records and reports as required by the City's excess insurers. Report claims to the City's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the reports to the City. Follow specific written investigation procedures for any case for which the Excess Workers' Compensation Insurer requires specific notification or investigation. The current excess insurance program includes an aggregate loss fund that requires tracking for exhaustion.

d. In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus or appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.

e. Comply fully with all rules, regulations, guidelines or procedures established by The City and the State of Florida, including EDI.

f. Recognize that the City will be continuing a Workers' Compensation program which focuses on respecting the injured worker and the medical providers providing care. CLAIM ADMINISTRATORs must be committed to work collaboratively with the City to effect program changes and enhancements as requested by the City.

g. Annually, provide the City with a SSAE-18 audit, or equivalent, as required by the financial auditors.

h. Prepare and follow provisions specific to the City, for approval by the City, for ensuring that in the event of an emergency, e.g., hurricane preparedness, including how CLAIM ADMINISTRATOR's services will continue, how the City's employees will be paid indemnity in advance, and how they will be instructed on obtaining medical *care and prescriptions.

i. Provide advance notice and coordinate in advance with the City any audits associated with the Workers' Compensation program.

j. Assist the City with its Return to Work program, including identifying return to work opportunities and appropriate use of outside vendors. The City will provide all needed job descriptions.

CLAIM SERVICES

CLAIM ADMINISTRATOR will provide the following claims services:

a. Establish reporting procedures which are compatible with the needs and organizational structure of the City. Provide injured employees with appropriate claims information documents, as required by the State of Florida.

b. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients preprinted thereon.

c. Provide toll-free customer service lines for employees.

d. Develop specific service instructions with the City for the handling of the City's claims. Develop specific service instructions with the City for the handling of the City's catastrophic claims.

e. Conduct such investigation into the specifics of each individual report of employee injury as in the exercise of professional judgment would seem necessary. Enhanced efforts shall be taken to identify possible fraudulent claims including recorded statements from claimants and discussions with the claimant's supervisors. Collaborate with the City on all investigations.

f. Subject to the exercise of professional judgment, recommend to the City the acceptance or denial of all reported claims for employee injuries in accordance with the applicable Workers' Compensation Law or law of damages. The City shall be notified of all claim denials prior to the denial being issued. The City shall be notified of all potential settlements and the final decision for all settlements shall rest with the City. Any settlement is to include preparation and actuation of all necessary stipulations, compromise, and release agreements.

g. The City will select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. If it is in the best interest of the City to delegate any aspect of this function to the CLAIM ADMINISTRATOR, the City reserves the right to do so.

(i) The City may select specific vendors and pricing schedules for the following services: Legal services, Field Case Management, Translation services, Transportation services, Surveillance and Investigation services, Medicare Set-Aside services and Court Reporting services. However, if it is in the best interest of the City to use vendors the CLAIM ADMINISTRATOR has existing relationships with and set pricing with, the City reserves the right to do so.

(ii) The CLAIM ADMINISTRATOR must be able to review all bills for such services for reasonableness and conformity to any pre-established rates, fees, or contract requirements and have the ability to adhere to any set pricing schedules. Bills not meeting the City's contract requirements must be rejected to the vendor, or reduced by the amount of the error, with an appropriate explanation to the vendor and appropriate record in the claim. CLAIM ADMINISTRATOR will provide legal bill review services. A contractor may be used for this service.

(iii) The CLAIM ADMINISTRATOR must agree to work collaboratively with these outside professionals, including data sharing, portals and other methods for sharing information.

h. Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules, regulations, and legally imposed medical and surgical fee schedules.

i. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

j. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file report within 48 hours after the hearing, deposition, mediation or other proceeding.

k. At the request of the City, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the Risk Manager.

l. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of the City. Collaborate with the City prior to initiating subrogation or third party liens.

m. Periodically as appropriate, but at least every quarter, review all open cases and complete a strategic action plan in order to assist in the settlement of the cases. Such written reviews shall include a review and verification of outstanding reserves, all legal issues associated with the claim and any other issues identified by Risk Management. Participate in quarterly reviews of claim progress and legal progress. A written summary of the review shall be documented in the open case file and shall be provided to the City within ten (10) working days after the end of the period for which the report is being made. Quarterly claim reviews will be done with the Risk Manager at the City's office or virtually should conditions arise.

n. Provide rehabilitative services for injured employees including consultation for retraining or reassignment of employees with limited physical performance arising from covered injuries.

o. The supervising adjuster shall consult with the City's Risk Manager, or designee thereof, and refer all questionable or contested cases and those with an estimated value in excess of $7,500 or a mutually agreed-upon amount.

p. Aid in communications/coordination with the City's safety and accident prevention program staff as necessary including providing claims data needed to target safety and prevention initiatives.

q. Conduct adequate, timely and complete 24-hour contact investigation of claims regardless of exposure (24 hours from first notice to WC management organization, not 24 hours from when adjuster received notice).

r. Document and establish reserves on a periodic basis for all claims. Review previously set reserves on a regular basis and adjust as necessary. Initial reserves and reserve changes greater than $25,000 require the City's approval.

s. Pay vendor bills (attorneys, surveillance, etc.), within 20 days of delivery to CLAIM ADMINISTRATOR.

t. Develop and follow appropriate written policies when (i) the injured employee requests a second opinion, (ii) medical evaluation is questioned, or (iii) grievance report is filed.

u. Assist, as appropriate, in the scheduling of independent medical examinations.

v. Monitor the purchase of items deemed to be medically necessary for the accommodation of an injured employee and obtain approval from the Risk Manager, or designee thereof, for these items.

w. Follow all provisions of Florida Statutes in regard to medical benefit entitlement and administration.

x. Maintain a Florida office with service personnel available from 8:00 a.m. to 5:30 p.m.

y. Manage non-insurance claims. (TPA establishes claim files and pays claims in some instances where there is no insurance coverage but the claim is paid out of the loss fund.)

TELEPHONIC CASE MANAGEMENT SERVICES

The successful CLAIM ADMINISTRATOR shall:

a. Use Registered Nurses and vocational counselors to provide telephonic case management services for all appropriate claims. Telephonic case managers will be:
   (1) licensed (Registered Nurses) and certified (Registered Nurses and vocational counselors) by the Florida Division of Workers' Compensation as qualified rehabilitation providers; and
   (2) experienced in Florida Workers' Compensation medical/disability case management.

b. Provide the following services in cooperation with the City:
   (1) Medical care coordination, including evaluation of appropriate referrals and approvals for specialty care, surgeries, physical therapy and diagnostics.
   (2) Provide review of requests for DME, treatments and other procedures.

Field Case Management services are only used for catastrophic cases and are assigned only with City pre-approval.

FIRST NOTICE OF INJURY SERVICES

CLAIM ADMINISTRATORs are requested to provide the following administrative services:

a. Provide 24 hour telephonic and internet-based electronic claim reporting and intake capabilities. Send First Notice of Injury to the State of Florida in a timely manner. CLAIM ADMINISTRATORs must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of the City.

b. Receive and examine on behalf of the City all reports of employee injury claims. Coordinate data between first report of injury and claims administration system. Newly reported injuries must be in the claims system as a claim within 24 hours of report.

c. Provide an email notice of claim to the City's Risk Manager, or designee, when claim number and adjuster are assigned for all new claims.

d. The on-line claim security shall permit on-line input of accident reports by the City.

MEDICAL BILL REVIEW AND AUDIT SERVICES

CLAIM ADMINISTRATOR will provide the following medical bill review and audit services:

a. For Medical Bill Review:
   (a) Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:
      (i) Duplicate billings
      (ii) Unbundling of charges
      (iii) Upcoding of charges
      (iv) Approval and appropriate precertification
   (b) Review all medical bills that:
      (i) Are not subject to fee schedule coding
      (ii) Are for services not specifically addressed in the fee schedule
      (iii) Need an in-depth medical interpretation of the rules and regulations
      (iv) In the exercise of professional judgment, specifically warrant review
   (c) Process, pay and mail bills within 20 days of receipt.
   (d) Rejected bills should be recorded in the claim and visible to the City.
   (e) The City values timely payment of its financial obligations. Rejected bills that contain obvious obligations, or may relate to authorized treatment, even though less than the amount billed, must be tracked and followed up on in a timely manner.

b. Reimburse the City for any overpayments made in the bill review process, indemnity payment process, disability payment process, and other similar processes, within 30 days of identification of overpayment. Reimburse the City for any penalties and/or interest associated with inaccurate payments. This reimbursement obligation is independent of CLAIM ADMINISTRATOR's ability to recover the overpayment.

c. For Medical Auditing Services:
   (a) Audit in-network and out-network hospital/provider bills
      (i) Exceeding $5,000, and
      (ii) Others at the CLAIM ADMINISTRATOR's discretion or specific request by the City for accuracy and appropriateness.
   (b) Develop and follow written policies on how late charges, no show charges, and special payment arrangements are to be handled and seek the City's approval of the policies.

d. Develop and provide communication materials to explain the policies and procedures of the Medical Bill Review and Audit Services to:
   (a) The City
   (b) Medical providers

e. Develop and follow written grievance procedures for provider concerns.

PHARMACEUTICAL MANAGEMENT SERVICES

The CLAIM ADMINISTRATOR shall recommend and contract with a prescription benefit management (PBM) vendor.

3.3 NON-WC CLAIMS ADMINISTRATION SERVICES

Third Party Claims include General Liability, Automobile Liability, Automobile Physical Damage claims including subrogation, Public Officials Liability Claims, Law Enforcement Liability, Non-Catastrophic Property Claims, and Crime claims.

STAFFING REQUIREMENT
CLAIM ADMINISTRATORs must commit to providing the City with input regarding staffing assigned to the City's account.

REQUIRED SERVICES
CLAIM ADMINISTRATORs must agree to provide all of the following services:

- administrative services
- claim reporting services
- claims services
- loss statistic services

ADMINISTRATIVE SERVICES
CLAIM ADMINISTRATORs are requested to provide the following administrative services:

a. Prepare (with the City's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.
b. Prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal) including Form 1099 and all reporting required for Medicare Secondary Payer provisions.
c. Prepare, maintain, and file statistical or other records and reports as required by the City's excess insurers.
d. Prepare, maintain, and file statistical information required by Rating Bureaus or appropriate state agencies.
e. Comply fully with all rules, regulations, guidelines or procedures established by the City and the State of Florida.

CLAIM REPORTING SERVICES
CLAIM ADMINISTRATORs are requested to provide the following claim reporting services:

a. Provide 24 hour telephonic and internet-based electronic claim reporting and intake capabilities.
b. Receive and examine on behalf of the City all reports of claims. Coordinate data between report of claim and claims administration system.
c. Provide an email notice of claim to the City's Risk Manager, or designee, when claim number and adjuster are assigned for all new claims.
d. The on-line claim security shall permit on-line input of accident/incident reports by the City.

CLAIMS SERVICES
CLAIM ADMINISTRATORs are requested to provide the following claims services:

a. Establish reporting procedures which are compatible with the needs and organizational structure of the City.
b. Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients preprinted thereon.
c. Be available on a 24 hour basis and provide immediate response to claims investigation requests through use of email or cellular telephones.
d. Provide toll-free customer service lines.
e. Prepare and follow a work plan that has been approved by the City in the handling of the City's claims. Prepare and follow a work plan that has been approved by the City in the handling of the City's catastrophe claims.
f. Receive and examine on behalf of the City all reports of third-party claims including claims by an employee of one Insured against another Insured.
g. Report claims to the City's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the report to the City. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.
h. Within 24 hours after notification of a serious (one requiring more than first aid) third party bodily injury claim, contact the claimant by telephone or in person. Within two (2) working days after notification of any other third-party claim, contact the claimant by telephone or in person.
i. Subject to the exercise of professional judgment, recommend to the City the acceptance or denial of third-party claims. The final decision for all settlements shall rest with the City, City Council, City Manager,

City Attorney, the Risk Manager or its designee. Any settlement is to include preparation and actuation of all necessary compromise and release agreements.

j. Conduct such investigation as in the exercise of professional judgment would seem necessary in consultation with the City. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.

k. The City will select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims. If it is in the best interest of the City to delegate any aspect of this function to the CLAIM ADMINISTRATOR, the City reserves the right to do so.

   (a) The City has selected specific vendors and pricing schedules for the following services: Legal services, Surveillance and Investigation services, Medicare Set-Aside (CMS) services and Court Reporting services. However, if it is in the best interest of the City to use vendors the CLAIM ADMINISTRATOR has existing relationships with and set pricing with, the City reserves the right to do so.

   (b) The CLAIM ADMINISTRATOR must be able to review all bills for such services for reasonableness and conformity to any pre-established rates or fees and the conditions of the City's contracts, and have the ability to adhere to any set pricing schedules.

   (c) The firm with whom the City contracts must agree to work collaboratively with these outside professionals.

   The City will be involved in the selection process for such outside professionals and will be involved in establishing effective utilization decision making criteria.

l. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

m. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing the City shall provide a written report to the City and the CLAIM ADMINISTRATOR following the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file shall review the report and provide oral or written feedback to the Risk Manager within 10 days of receipt of the report. The adjuster shall ensure pertinent information in any reports are included in excess reports.

n. Pay in a timely manner all claims and expenses pertaining to the City's claims.

o. At the request of the City, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the Risk Manager or the designee thereof.

p. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of the City with the City's approval. Services for Automobile Liability shall include the pursuit of subrogation on behalf of the City for Automobile Physical Damage losses.

q. Periodically as appropriate, but at least every six months, review all open cases in and complete a strategic action plan in order to assist in the settlement of the cases. Such written review shall include a review and verification of outstanding reserves. A written summary of the review shall be documented in the open case file and shall be provided to the City within ten (10) working days after the end of the period for which the report is being made.

r. The supervising adjuster shall meet with the City's Risk Manager, or the designee thereof, to consult with and refer all questionable or contested cases and those with an estimated value in excess of $10,000.

s. The City Risk Management personnel should be able to upload information to claim files, set alerts for adjusters, and set diary alerts.

EXHIBIT B
FEES

The following annual fees are inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, services for safety, travel, and associated actions necessary for the services outlines in the RFP and Contract.

Year 1: $131,166
Year 2: $131,166
Year 3: $131,166
Year 4: $135,100 *
Year 5: $139,154 *

Total Fee: $667,752

For years 4 and 5, "Both parties reserve the right to negotiate for contract years 4 and 5."

Included in the flat fee:

- Administration of all new and all old claims for the life of the contract plus an additional 90 days;
- First notice of injury reporting services;
- All bill review services;
- Access to internet-based information system, including all reports required and agreed upon by the parties;
- All indexing;
- All subrogation services (except approved legal involvement on specific claims);
- All Medicare MMSEA reporting;
- Prescription benefit management (PBM) services;
- Legal Bill Review Services;
- Claim Administration Charges for Non-Catastrophic Property Insurance Claim;
- All provider network access; and
- Risk Management Information System access and use.

Additional Services Not Included in Flat Fee:

- Telephonic Case Management: $79/hr
- Field Case Management* (Account Approval Required): Current Market Rates (Currently $85/hr) (* $0.50 per mile plus expenses)

EXHIBIT "C"
INSURANCE REQUIREMENTS

CLAIMS ADMINISTRATOR shall provide, pay for and maintain in full force and affect at all times during Contract insurance as set forth below: (This may be modified, as the City deems appropriate.)

Type of Coverage	Amount of Coverage
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000 Annual Aggregate
Automobile (Body Injury and Property)	$1,000,000 Each Occurrence
Worker's Compensation, as applicable	$1,000,000 Per Accident $1,000,000 Disease Each Employee $1,000,000 Disease Policy Limit
Professional Liability Insurance	$1,000,000 Per Occurrence/Annual Aggregate
Employee Dishonesty (Fidelity)	$1,000,000 Each Occurrence
Cyber/Privacy Liability	$1,000,000 Each Claim/Annual Aggregate

CLAIMS ADMINISTRATOR must maintain above insurance coverages in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services,. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than A VII by A.M. BEST RATING, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the CLAIM ADMINISTRATORs insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabeach.org

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-070- Approve the purchase of annual license, maintenance, and support from UKG Kronos Systems LLC, the provider of the City and Police Departments' timekeeping system, in an amount not to exceed $100,000 annually, pursuant to the City's piggyback procurement exemption. This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioners ("Lead Agency") and UKG Kronos Systems, LLC ("UKG"), effective as of July 14, 2025 (the "Omnia Master Agreement No. 24-6833") and used by City as an Omnia Participating Public Agency.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-070.

Explanation of Request: This resolution authorizes the City to purchase from UKG (Ultimate Kronos Group) software, licensing, maintenance, and support services essential to workforce management, human resources, and payroll operations. UKG also provides critical support to the Police Department through the Telestaff scheduling platform, which is required for public safety staffing and operational readiness. Approval of this resolution ensures uninterrupted services for both the City's core UKG system and the Police Department's Telestaff solution, also provided by UKG.

The City will reevaluate future UKG spending needs after the full implementation of the Workday system, at which time long-term requirements and potential system consolidation opportunities can be assessed.

The City will purchase these services utilizing an Order Form and Purchase Order, which are subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14, 2025 (the "Omnia Master Agreement No. 24-6833") and used by City as an Omnia Participating Public Agency.

This purchase will be made under the Piggyback Exemption authorized by the City's Purchasing Policy. Piggyback contracts provide significant value to the City of Boynton Beach by offering a cost-effective and efficient method of procurement. Leveraging contracts competitively awarded by other governmental entities allows the City to avoid issuing its own formal solicitation, which can be time-consuming and resource-intensive. This process accelerates access to needed goods and services while benefiting from favorable pricing achieved through economies of scale. Additionally, piggyback agreements utilize vendors who have already undergone a rigorous competitive evaluation, reducing administrative workload

and mitigating risks associated with vendor performance. Overall, piggyback procurement streamlines operations, saves taxpayer dollars, and supports timely and effective service delivery for City departments and residents. Negotiations yielded pricing more favorable than the piggyback contract rate, producing additional savings for the City.

How will this affect city programs or services? Approval ensures the continued functionality of essential HR, workforce management, and payroll systems across all City departments, including public safety. The Police Department's Telestaff system - used for scheduling, staffing, and personnel management - will continue operating without interruption. No changes to service levels or program availability are anticipated.

Budgeted Item: Yes

Account Line Item and Description: 001-1510-513-46-91 ITS Repair/Maintenance Services/Software Maintenance

001-2112-521-46-91 Police Department Repair/Maintenance Services/Software Maintenance

Fiscal Impact: Annual expenditure not to exceed $100,000, funding through departmental operating budgets. The amount includes the annual cost and allows for additional needs for UKG services supporting City operations, as well as the Police Department's Telestaff platform, which remains on its existing renewal schedule. The City anticipates reviewing this expenditure again in a few years following full Workday implementation, to determine ongoing system and budgetary needs.

Attachments:
R26-070 Agenda_Item__4508-2026_Resolution_for_UKG_purchase.docx
BOYNTON BEACH POLICE Q-270463 Q1FY26 SO TELESTAFF MIGRATION - PO IN LIEU OF 11.25.25 (3).pdf
City of Boynton Beach 6168864 Proforma contract 00463678 ref #334623.pdf
City Of Boynton Beach 6168864 Q-388067 Renewal 2026 May 5mth.pdf
OMNIA TeleStaff Price Book_08.08.25_locked.xlsx
OMNIA Price Book_03.26.2026.xlsx

RESOLUTION NO. R26-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE OF ANNUAL LICENSE, MAINTENANCE, AND SUPPORT FROM UKG KRONOS SYSTEMS LLC, THE PROVIDER OF THE CITY AND POLICE DEPARTMENTS' TIMEKEEPING SYSTEM, IN AN AMOUNT NOT TO EXCEED $100,000 ANNUALLY, PURSUANT TO THE CITY'S PIGGYBACK PROCUREMENT EXEMPTION; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to purchase from UKG software, licensing, maintenance, and support services essential to workforce management, human resources, and payroll operations. UKG also provides critical support to the Police Department through the Telestaff scheduling platform, which is required for public safety staffing and operational readiness. This purchase ensures uninterrupted services for both the City's core UKG system and the Police Department's Telestaff solution, also provided by UKG; and

WHEREAS, the City will reevaluate future UKG spending needs after the full implementation of the Workday system, at which time long-term requirements and potential system consolidation opportunities can be assessed; and

WHEREAS, The City will purchase these services utilizing an Order Form and Purchase Order, which are subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14, 2025 (the "Omnia Master Agreement No. 24-6833") and used by City as an Omnia Participating Public Agency.

WHEREAS, this purchase will be made under the Piggyback Exemption authorized by the City's Purchasing Policy. Piggyback contracts provide significant value to the City of Boynton Beach by offering a cost-effective and efficient method of procurement. Leveraging contracts competitively awarded by other governmental entities allows the City to avoid issuing its own formal solicitation, which can be time-consuming and resource-intensive. This process accelerates access to needed goods and services while benefiting from favorable pricing achieved through economies of scale. Additionally, piggyback agreements utilize vendors who have already undergone a rigorous competitive evaluation, reducing administrative workload and mitigating risks associated with vendor performance. Overall, piggyback procurement streamlines

operations, saves taxpayer dollars, and supports timely and effective service delivery for City departments and residents. Negotiations yielded pricing more favorable than the piggyback contract rate, producing additional savings for the City; 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 purchase of annual license, maintenance, and support from UKG Kronos Systems LLC, the provider of the City and Police Departments' timekeeping system, in an amount not to exceed $100,000 annually, pursuant to the City's piggyback procurement exemption.

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 purchase of an annual license, maintenance, and support from UKG Kronos Systems LLC, the provider of the City and Police Departments' timekeeping system, in an amount not to exceed $100,000 annually, pursuant to the City's piggyback procurement exemption.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby 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. R26-070

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

HR, Pay, & Workforce Management

ORDER FORM

Order Type: Quote
Date: 25 Nov, 2025

Quote#: Q-270463
Expires: 30 Nov, 2025
Sales Executive: Felice Dennison
Effective Date: Effective as of the date of last signature of this Order

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Customer Legal Name:
BOYNTON BEACH POLICE

Customer Legal Address:
100 E BOYNTON BEACH BLVD, BOYNTON BEACH, FL 33435-3838 USA

Bill To: BOYNTON BEACH POLICE
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435-3838 USA

Bill To Contact:

Ship To: City of Boynton Beach
2100 HIGH RIDGE RD
BOYNTON BEACH, FL 33426-8820 USA

Ship To Contact: Karl Maracotta

Ship to Phone:
Ship to Mobile:
Contact: Karl Maracotta
Email: maracottak@bbfl.us

Currency: USD
Customer PO Number: 260340
Solution ID: 6105335
Initial Term: 36 months from Billing Start Date
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 180 Days from the Effective Date

Services

Billing Frequency: Annual in Advance

Services	Quantity	PEPM	Monthly Price	Annual Price
UKG TELESTAFF CLOUD	270	USD 6.30	USD 1,701.00	USD 20,412.00
Total Price			**USD 1,701.00**	**USD 20,412.00**

Professional Services - Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG LAUNCH FIXED FEE	Grouped	1	USD 4,999.94	USD 4,999.94
Total Price				**USD 4,999.94**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 1,701.00
Total Annual SaaS and Equipment Rental Fees	USD 20,412.00

Item	Total Price
Total Fixed Fees	USD 4,999.94

Order Notes:

The parties agree that Customer is transitioning from their existing TeleStaff perpetual software licenses (the “Existing Applications”) to the TeleStaff Cloud software as a service offering in the Google Cloud Platform. Software Support for the Existing Applications shall continue, in accordance with UKG support policies, for up to 60 days after first production use of TeleStaff Cloud by Customer, but in no event beyond March 31, 2027, and shall terminate thereafter.

UKG Telestaff Cloud Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused fees for Software Support for the Existing Applications. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer shall continue to pay the Software Support on the Existing Applications until the Billing Start Date.

UKG may invoice Customer up to sixty (60) days in advance of the Billing Start Date set forth in an order. Upon Customer's receipt of such invoice, Customer shall pay the invoice within the payment terms time frame set forth in such order.

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the " Omnia Master Agreement No. 24-6833 ") and used by Customer as an Omnia Participating Public Agency.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

BOYNTON BEACH POLICE		**UKG Kronos Systems LLC**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

HR, Pay, & Workforce Management

ORDER FORM

Ref #: Q-334623
Expires: 28 May, 2025
Sales Executive: House Account, Workforce Ready
Effective Date: Effective as of the date of last signature of this Order

Order Type: Renewal
Date: 11 Dec, 2025

Customer Legal Name:
CITY OF BOYNTON BEACH

Customer Legal Address:
222 NE 9TH AVE, BOYNTON BEACH, FL 33435-3140 USA

Bill To: CITY OF BOYNTON BEACH
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140 USA

Bill To Contact:

Ship To: CITY OF BOYNTON BEACH
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140 USA

Ship To Contact:

Ship to Phone:
Ship to Mobile:
Contact:
Email:

Currency: USD
Customer PO Number:
Solution ID: 6168864
Initial Term: 12 months from Billing Start Date
Uplift Percent: 4 %

Billing Start Date: Upon Signature of Order Form

Shipping Terms:
Ship Method: FedEx Ground
Freight Term:
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Frequency: Monthly

NOTE: This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the " Omnia Master Agreement No. 24-6833 ") and used by Customer as an Omnia Participating Public Agency.

Services	Duration	Contracted Qty	PEPM	Monthly Avg	Annual Price
UKG READY TIME Monthly overages not listed but included in pricing	8 1-Sep-25 30-Apr-26	500	USD 4.60	USD 2527.13	USD 20,217.00
UKG READY ATTESTATION Monthly overages not listed but included in pricing	8 1-Sep-25 30-Apr-26	500	USD 0.38	USD 208.76	USD 1,670.10
UKG READY LEAVE Monthly overages not listed but included in pricing	8 1-Sep-25 30-Apr-26	500	USD 1.15	USD 617.41	USD 4,939.25
UKG READY ACCRUALS MANAGER Monthly overages not listed but included in pricing	8 1-Sep-25 30-Apr-26	500	USD 0.76	USD 417.91	USD 4,939.25
UKG READY INTEGRATION HUB	8 1-Sep-25 30-Apr-26	1	USD 0.00	USD 0.00	USD 0.00
Total Price				**USD 3771.20**	**USD 30,169.59**

CITY OF BOYNTON BEACH		Kronos SaaShr, Inc.	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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HR, Pay, & Workforce Management

RENEWAL ORDER FORM

Quote#: Q-388067

Date:16 Dec, 2025

Customer Legal Name:
CITY OF BOYNTON BEACH

Customer Legal Address:
222 NE 9TH AVE, BOYNTON BEACH, FL 33435-3140 USA

Ship To: CITY OF BOYNTON BEACH
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140 USA

Bill To: CITY OF BOYNTON BEACH
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140 USA

Bill To Contact:

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 5 months
Billing Frequency: Monthly
Billing Type: Arrears

Currency:USD
Solution ID: 6168864

Order Notes:

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Contract Summary

Contract Period Start Date: 5/1/2026 12:00:00 AM

Contract Period End Date: 9/30/2026 12:00:00 AM

Total Price: USD 17,238.53

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 41,340.00

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
UKG READY TIME	5	500	USD 2,300.35	USD 11,501.73

UKG READY ATTESTATION	5	500	USD 191.23	USD 956.13
UKG READY LEAVE	5	500	USD 573.68	USD 2,868.40
UKG READY ACCRUALS MANAGER	5	500	USD 382.45	USD 1,912.27
UKG READY INTEGRATION HUB	5	1	USD 0.00	USD 0.00
Total Price				**USD 17,238.53**

CITY OF BOYNTON BEACH		Kronos SaaShr, Inc.	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

UKG TELESTAFF CLOUD
Cloud Only - PEPM
Table of Contents
Description

UKG TELESTAFF CLOUD
UKG TELESTAFF CLOUD
Note: UKG TELESTAFF CLOUD is a bundled item and includes the following items: Bidding Blueprints Bulk Data Extract Contact Manager Gateway Manager Global Access Institution Focus Intouch Timeclock Device SMS Manager

UKG TELESTAFF CLOUD EXTRA DUTY EVENTS
UKG TELESTAFF CLOUD EXTRA DUTY EVENTS

UKG TELESTAFF CLOUD NON-PROD ADDITIONAL TENANT
UKG TELESTAFF CLOUD NON-PROD ADDITIONAL TENANT

	US$
	Suggested
	Retail
	$10.00
	$1.50
	$0.60

Product Name	Subscription Pricing
UKG Pro	
UKG Pro Pay and People Center	PEPM
UKG Pro Pay ONLY Bundle	PEPM
UKG Pro People Center ONLY Bundle	PEPM
UKG Pro Pay	PEPM
UKG Pro People Center	PEPM
UKG Pro ACA Services	PEPM
UKG Pro SSO	PEPM
UKG Pro HCM NPRD	PEPM
UKG Pro Benefits Enrollment	PEPM
UKG Pro Payment Services	PEPM
UKG Pro Model My Pay	PEPM
UKG Pro Data Exchange Services	PEPM
HR Only Employees	PEPM
Global Employees	PEPM
UKG Pro Limited Access (fka Terminated Web Employees)	PEPM
UKG Pro Talent Acquisition	PEPM
UKG Pro Recruiting	PEPM
UKG Pro Onboarding	PEPM
UKG Pro Candidate Texting	PEPM
UKG Pro Performance and Coaching	PEPM
UKG Pro Performance Reviews	PEPM
UKG Pro Succession	PEPM
UKG Pro Coaching and Development	PEPM
UKG Pro Career Designer	PEPM
UKG Pro Compensation	PEPM
UKG Pro Learning	PEPM
External Learners in UKG Pro Learning (fka UltiPro Learning)	PEPM
UKG Pro Employee Voice	PEPM
UKG Pro Benefits Administration	PEPM
UKG Pro Benefits Hub	PEPM
UKG PRO Premium Benefit Services	PEPM
UKG Pro Document Manager	PEPM
UKG Pro People Assist	PEPM
UKG Pro Talk	PEPM
UKG Great Place To Work Hub	PEPM
UKG Great Place to Work	PEPM
UKG HRSD People Assist	PEPM
UKG HRSD Document Manager	PEPM
UKG Pro Employee Pay	PEPM
UKG Pro Managed Garnishment Administration	PEPM
UKG Pro HCM NPRD (add-on)	PEPM
UKG PRO ES Optimization Services	PEPM
UKG Pro Workforce Management (Hourly)	PEPM
UKG Pro Workforce Management (Salaried)	PEPM
UKG Pro Scheduling	PEPM

UKG Pro Advanced Scheduling	PEPM
UKG Pro Forecasting	PEPM
UKG Pro Rotation Schedule	PEPM
UKG Pro Workforce Management Analytics	PEPM
UKG Pro People Analytics with Pro WFM Data	
UKG Pro People Analytics with Pro WFM Data Enterprise	
UKG Pro People Analytics with Pro WFM Data Premium	
UKG Pro Workforce Management Data Hub Enterprise	
UKG Pro Workforce Management Data Hub Premium	PEPM
UKG Pro Workforce Management Healthcare Productivity	PEPM
UKG Pro Accruals	PEPM
UKG Pro Leave (includes Accurals)	PEPM
UKG Pro Attendance	PEPM
UKG Pro Absence (Includes Attendance, Leave, and Accruals)	PEPM
UKG Pro Activities	PEPM
UKG Pro WFM Talk	PEPM
UKG Pro WFM PointClickCare Census Import	PEPM
UKG Pro Auctions	PEPM
UKG Pro Strategic Workforce Planning	PEPM
UKG Pro Clinical Scheduling Extensions	PEPM
UKG Pro Clinical Scheduling Extensions Non-Prod Additional Tenant	PEPM
UKG PRO WFM EMPLOYEE VOICE	PEPM
UKG Dimensions Additional Non-Production Environments	PEPM
UKG Dimensions Additional SFTP (2 included at no additional charge)	Monthly
UKG Dimensions Additional VPN (2 included at no additional charge)	Monthly
UKG Dimensions Microsoft Outlook Integration (fka Workforce Dimensions Microsoft Outlook Plug-In)	Annual Flat Fee
UKG One View Connect	PEPM
UKG One View	PEPM
UKG One View Advanced	PEPM
UKG Bryte Assistive AI for Pro	PEPM
UKG Bryte Assistive AI for Pro HCM	PEPM
UKG Bryte Assistive AI for Pro WFM	PEPM
UKG Virtual Roster Cloud	PEPM
UKG Pro ACA Services - State Filing	Flat Fee
UKG Webhooks Premium	Per Month
UKG PRO PERFORMANCE AND CAREER DEVELOPMENT	PEPM
UKG PRO INTERNAL TALENT MARKETPLACE	PEPM
UKG Rapid Hire - Standard	Location
UKG Rapid Hire - Onboarding	Location
UKG Rapid Hire - SMS	
UKG Shiftboard - Enterprise Plus	Operating Unit
UKG Shiftboard - Enterprise	Operating Unit
UKG Shiftboard - Timesheets	PEPM
UKG Shiftboard - Communications	Operating Unit
Usage Workforce SMS - Standard per Message Block	License

UKG Pro Task Management by ThinkTime	PEPM
UKG Pro WFM Disk Space Overage - ThinkTime	PEPM
UKG Emerald Experience	
UKG Pro Wallet - Earned Wage Access US	
Workforce Value Solutions	
UKG Dynamic Workforce Operations	
UKG Workforce Intelligence Hub - Dashboards	
UKG API Call Packs	
UKG Telestaff	
UKG Telestaff Cloud	PEPM
UKG Telestaff Cloud Extra Duty Events	PEPM
UKG TELESTAFF CLOUD NON-PROD ADDITIONAL TENANT	PEPM
UKG Ready	
UKG Ready Time and Scheduling	PEPM
UKG Ready Payroll Plus Payroll Services With Smartcheck	PEPM
UKG Ready Payroll	PEPM
UKG Ready HR	PEPM
UKG Ready Leave	PEPM
UKG Ready ACA Manager	PEPM
UKG Ready Recruiting	PEPM
UKG Ready Performance	PEPM
UKG Ready Compensation	PEPM
UKG Ready Scheduler	PEPM
UKG Ready People Insights	PEPM
UKG Ready Learning	PEPM
UKG Ready Benefits	PEPM
UKG Ready COBRA Administration Services	PEPM
UKG Ready Great Place to Work Hub	PEPM
UKG Bryte AI for Ready	PEPM
UKG Ready Expense Tracking	PEPM
UKG Ready Payroll Services	PEPM
UKG Ready Payroll Services with Smartcheck	PEPM
UKG Ready Accruals Manager	PEPM
UKG Ready Attestation	PEPM
UKG Ready Document Manager	PEPM
UKG Ready Tax Filing by BSI	Custom Quote
UKG Ready Beacon	PEPM
UKG - EZCall	
UKG EZ Call	License
Workforce Periop Scheduler Powered by EZ Call	License
UKG EZ Call setup Fee	Per User
Workforce Periop Scheduler or OR Room	License
UKG EZ Call Setup Fee	Per Room
UKG EZ Call Light	License
UKG EZ Call Setup fee	Per User
UKG EZ Call Enterprise Portal	One Per Customer
UKG EZ Call Enterpise Portal Interface	
Subscription Software Service	
UKG EZ Call Non-Prod Environment	

MSRP
$ 22.00
$ 12.67
$ 12.32
$ 8.00
$ 9.00
$ 1.00
$ 1.00
$ 1.00
$ 2.00
$ 3.00
$ 0.50
$ 0.50
$ 8.00
$ 8.00
$ 2.00
$ 6.00
$ 3.00
$ 3.00
$ 0.30
$ 7.00
$ 3.00
$ 3.00
$ 4.00
$ 4.00
$ 4.00
$ 8.00
$ 2.00
$ 4.00
$ 6.00
$ 6.00
$ 3.00
$ 4.00
$ 4.00
$ 2.00
$ 6.00
$ 1.00
$ 2.00
$ 2.00
$ 2.00
$ 10.80
$ 10.00
$ 1.85
$ 12.00
$ 7.00
$ 1.50

$	3.50
$	6.00
$	1.00
$	2.50
	Custom Quote
	Custom Quote
	Custom Quote
	Custom Quote
$	0.25
$	5.50
$	1.50
$	3.00
$	3.50
$	3.50
$	3.50
$	3.50
$	0.50
$	3.50
$	6.00
$	4.50
$	1.00
$	3.00
$	0.40
$	65.00
$	195.00
$	1,500.00
$	10.00
$	7.00
$	7.00
$	3.50
$	1.50
$	3.50
$	7.00
$	350.00
$	1,750.00
$	5.25
$	1.50
	Custom Quote
	Custom Quote
	Custom Quote
	Custom Quote
	Custom Quote
$	5.50
	Custom Quote
$	7.50

$	6.50
$	0.25
	Custom Quote
	Custom Quote
$	2,500.00
$	5,500.00
	Custom Quote
	Custom Quote
$	10.00
$	1.50
$	1.00
$	6.00
$	8.50
$	6.50
$	7.00
$	1.25
$	0.50
$	2.00
$	1.50
$	1.00
$	1.25
$	1.00
$	3.00
$	3.00
$	1.00
$	1.50
$	1.25
$	1.50
$	1.75
$	2.00
$	0.75
$	0.50
$	2.00
	Custom Quote
$	3.00
$	300.00
$	300.00
$	150.00
$	3,500.00
$	1,500.00
$	150.00
$	50.00
$	25,000.00
$	1,000.00
	Call fo Quote
	Call for Quote

Hardware - UKG InTouch™ DX G2

Description
UKG InTouch DX G2 with Bar Code Badge Reader
UKG InTouch DX G2 with Magnetic Stripe Card Reader
UKG InTouch DX G2 with HID Proximity Card Reader
UKG InTouch DX G2 with Smart Card Reader
UKG InTouch DX G2 with Legic Reader
InTouch DX/DX G2 North America Power Kit For External AC Outlet
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2
Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2
Wi-Fi Option Kit for InTouch DX G2
InTouch Linear Imager Bar Code Scanner Option
InTouch DX/DX G2 NIMH Backup Battery Option
InTouch DX/DX G2 External Reader Board Option
InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)
Universal Relay Option
InTouch Remote HID MiniProx Reader Option
InTouch Remote HID ProxPro Reader Option
Spare Parts - UKG InTouch DX G2
InTouch DX/DX G2 Enclosure Top Filler Plate
InTouch DX/DX G2 Replacement Enclosure Back Cover
InTouch Replacement Security Screw Removal Tool
InTouch DX Replacement Hardware Accessory Packet
InTouch DX Replacement Reset Switch Access Door
InTouch DX Replacement WiFi Option Access Door
InTouch DX Replacement Internal Power Transformer
InTouch DX Replacement 6' Power Cord - North America
Clock Rentals
LINEAR IMAGER,INTOUCH RENTAL
REMOTE EM PROX READER, INTOUCH DX G2 RENTAL
REMOTE HID MINIPROX READER,INTOUCH RENTAL
TOUCH ID PLUS OPTION FOR INTOUCH DX/DX G2 RENTAL
TOUCHFREE ID OPTION FOR INTOUCH DX/DX G2 RENTAL
UKG INTOUCH DX G2,B/C RENTAL
UKG INTOUCH DX G2,HID PROX RENTAL
UKG INTOUCH DX G2,HID SMART CARD RENTAL
UKG INTOUCH DX G2,LEGIC SMART CARD RENTAL
UKG INTOUCH DX G2,MAG RENTAL

US Retail Suggested Retail	Device SW Maintenance <99 terminals	Device SW Maintenance >100 terminals	Depot Repair	Depot Exchange
$4,495.00	$175.00	$109.00	$225.00	$300.00
$4,695.00	$175.00	$109.00	$225.00	$300.00
$5,325.00	$175.00	$109.00	$225.00	$300.00
$5,435.00	$175.00	$109.00	$225.00	$300.00
$5,435.00	$175.00	$109.00	$225.00	$300.00
$0.00				
$1,485.00	-	-	$108.00	$135.00
$1,650.00			$120.00	$150.00
$360.00				
$975.00	-	-	$65.20	$81.50
$420.00				
$145.00				
$145.00				
$315.00				
$700.00	-	-	$46.40	$58.00
$700.00	-	-	$46.40	$58.00
$7.50				
$100.00				
$6.00				
$10.00				
$7.50				
$7.50				
$235.00				
$18.00				
$30.00				
$40.00				
$40.00				
$50.00				
$60.00				
$155.00				
$165.00				
$170.00				
$170.00				
$160.00				

Per Event
$1,600.00
$1,675.00
$1,950.00
$2,000.00
$2,000.00
$625.00
$700.00
$420.00
$375.00
$375.00

Hardware - Kronos InTouch™ DX	US Retail		
	US$	**US$	**US$
	Suggested	Device SW	Device SW
Description	Retail	Maintenance <99 terminals	Maintenance >100 terminals
Step 2: Select Power Option for InTouch DX			
InTouch DX/DX G2 North America Power Kit For External AC Outlet	$0.00		
Step 3: Select Additional Options as required for InTouch DX			
Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	$1,485.00	-	-
Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2	$1,650.00		
Wi-Fi Option Kit for InTouch DX & InTouch 9100 H4	$360.00		
InTouch Linear Imager Bar Code Scanner Option	$975.00	-	-
InTouch DX/DX G2 NIMH Backup Battery Option	$420.00		
InTouch DX/DX G2 External Reader Board Option	$145.00		
InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	$145.00		
Universal Relay Option	$315.00		
InTouch Remote HID MiniProx Reader Option	$700.00	-	-
InTouch Remote HID ProxPro Reader Option	$700.00	-	-
Spare Parts - Kronos InTouch DX			
InTouch DX/DX G2 Enclosure Top Filler Plate	$7.50		
InTouch DX/DX G2 Replacement Enclosure Back Cover	$100.00		
InTouch Replacement Security Screw Removal Tool	$6.00		
InTouch DX Replacement Hardware Accessory Packet	$10.00		
InTouch DX Replacement Reset Switch Access Door	$7.50		
InTouch DX Replacement WiFi Option Access Door	$7.50		
InTouch DX Replacement Internal Power Transformer	$235.00		
InTouch DX Replacement 6' Power Cord - North America	$18.00		
InTouch DX Replacement 2M Power Cord - China	$18.00		
InTouch DX Replacement 6' Power Cord - India	$18.00		
InTouch DX Replacement 2M Power Cord - United Kingdom	$18.00		
InTouch DX Replacement 2M Power Cord - Australia	$18.00		
InTouch DX Replacement 6' Power Cord - Japan	$18.00		
InTouch Replacement 6' Power Cord - EURO	$18.00		
InTouch Replacement 2M Power Cord - South Korea	$18.00		
InTouch Replacement 6' Power Cord - Argentina	$18.00		
InTouch Replacement 2M Power Cord - South Africa	$18.00		
Clock Rentals			
UKG READY RENTAL INTOUCH DX G2,B/C	$155.00		

UKG READY RENTAL INTOUCH DX G2,HID PROX	$165.00
UKG READY RENTAL INTOUCH DX G2,HID SMART CARD	$170.00
UKG READY RENTAL INTOUCH DX G2,LEGIC SMART CARD	$170.00
UKG READY RENTAL INTOUCH DX G2,MAG	$160.00
UKG READY RENTAL TOUCHFREE ID OPTION FOR INTOUCH DX/DX G2	$60.00
WORKFORCE READY RENTAL LINEAR IMAGER,INTOUCH	$30.00
WORKFORCE READY RENTAL REMOTE HID MINIPROX READER,INTOUCH	$40.00
WORKFORCE READY RENTAL TOUCH ID PLUS OPTION FOR INTOUCH DX/DX G2	$50.00

US$ Depot Repair	US$ Depot Exchange	US$ Per Event
$108.00	$135.00	$625.00
$120.00	$150.00	$700.00
$65.20	$81.50	$420.00
$46.40	$58.00	$375.00
$46.40	$58.00	$375.00

UKG Professional Services	
SMB	**USD$**
UKG will provide Implementation Services related to a Subscription Service as specified in the Order and in accordance with the applicable Statement of Work or Services Description. Each engagement is scoped by UKG and its partners after a thorough assessment process to truly understand the agency's needs so as to recommend a viable and long-term solution. Rates through this OMNIA Partners agreement are discounted from list price to ensure greater value for the participating public agencies.	Call for Quote
UKG PRO WFM READINESS ADVISORY SERVICES SMB	$5,500.00
UKG PRO WORKFORCE MANAGEMENT SMB ONBOARDING FEE	quoted
UKG PRO WFM SMB ONBOARDING A LA CARTE FEE	quoted
ENTERPRISE	
UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	$220
UKG PRO WFM READINESS ADVISORY SERVICES ENTERPRISE	$11,000.00
Technical Account Manager (TAM)	$130,000.00
ENTERPRISE and SMB	
UKG PRO WFM READINESS ADVISORY SERVICES	$235.00
UKG PRO WORKFORCE MANAGEMENT ADVISORY SERVICES	$275.00
UKG PRO WORKFORCE MANAGEMENT ADVANCED TESTING SERVICES	$205.00
UKG PRO WORKFORCE MANAGEMENT EDUCATION CONSULTING	$220.00
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	$3,000.00
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION SERVICES	$220.00
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	$3,000.00
UKG PRO WORKFORCE MANAGEMENT INTEGRATION BUILD SERVICES	$110.00
UKG PRO WFM EFR- ENGINEERING FEATURE REQUEST	$240.00
UKG PRO WFM EFR - ENGINEERING FEATURE REQUEST FIXED FEE	Call for Quote
UKG PRO WORKFORCE MANAGEMENT ENGINEERING DISCOVERY	$240.00
UKG PRO WFM ENGINEERING DISCOVERY FIXED FEE	Call for Quote
UKG PRO WFM ADVISORY SERVICES FIXED FEE	$240.00
UKG PRO WFM ADVANCED TESTING SERVICES FIXED FEE	$205.00
UKG PRO WORKFORCE MANAGEMENT DATA EXTRACTION TOOLKIT	$16,500.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Call for Quote
APPLICATION MAINTENANCE SERVICES	
UKG PRO WFM INTEGRATION / API APPLICATION MAINTENANCE	Call for Quote
MANAGED SERVICES	
UKG WORKFORCE MANAGEMENT EEC - HELP DESK	Call for Quote
UKG WORKFORCE MANAGEMENT MANAGED APPLICATION SERVICES	Call for Quote

TELESTAFF	
TeleStaff Project Manager	$180.00
TeleStaff Solution Consultant	$180.00
TeleStaff Technology Consultant	$215.00
EZ CALL	
UKG EZ Call Enterprise Consultant	$200.00
UKG EZ Call SMB Consultant	$180.00
THINKTIME PROFESSIONAL SERVICES	
ThinkTime Professional Services - Enterprise	$200.00
ThinkTime Professional Services - SMB	$180.00
OTHER PROFESSIONAL SERVICES	**US$/hr**
Professional Services - Workforce Teletime	$240.00
TTE - Implementation	$220.00
Labor Analytics Implementation*	$220.00
Engineering Discovery	$103.50
Solution Services Discovery	$240.00
Solution Services Reporting	$240.00
Solution Services Consulting	$240.00
Professional Services ESP	$220.00
Consulting Svcs ESP	$220.00
Advisory Services	$275.00
UKG Advanced User Experience Performance Testing	$220.00
MONTHLY DEDICATED - US OFFERING ONLY	**Per Month**
Monthly Dedicated - PM/SC/AC/ANALYTIC CONSLT/ MC/TC/IC****	$31,000.00
Monthly Dedicated - EC****	$31,000.00
TRAINING DELIVERED VIA OPEN AIR	**US$/hr**
C/T,EDUCATION CONSULTING	$240.00
CONSULTING SERVICES	**US$/hr**
Optimization Services	$240.00
Reporting Analysis	$240.00
Report Writing Services	$240.00
Database Support Services	$240.00
Technical Mentoring	$240.00
Change Management Consulting	$240.00
System Arch and Best Practices	$240.00
Business Process Improvement	$240.00
Workforce Management ROI Assessment	$240.00
Change Management Planning	$240.00
Empirical Study	$240.00
Upgrade Technology Assessment	$240.00
System Health Check - One Time	$240.00
Upgrade Solution Assessment	$240.00
System Health Check - Quarterly	$240.00
Program Management	$240.00
Frontline Labor Management Analysis	$240.00
Enabling Email Notifications	$240.00
Configuration Services in all Systems	$240.00
System Integration Assessment	$240.00
Roadmap Planning	$240.00
Performance Management Standardization	$240.00
Implementation Planning Study	$240.00
Engagement Principal	$305.00
Inventory Reduction & Evaluation	$275.00
Product Costing Consulting & Development	$275.00
Labor Standards Consulting	$275.00
Testing Services	$205.00
Operational Review	$240.00
Absence Management Program Planning	$250.00
Advanced Consulting Services	$220.00

KSS (UKG Solution Services) SoftwareTools v8	
	US$
Please note that the KSS tools listed in this section fall under our Standard UKG Sales, Software License and Service	Suggested
Description	Retail
KSS Tool Attestation Tool Kit	
KSS Tool Attestation Tool Kit v8	$15.00
KSS Tool Scheduling Attestation	
KSS Tool Scheduling Attestation V8	$10,000.00
KSS Tool Full Time - Part Time Analysis Report	
KSS Tool Full Time - Part Time Analysis Report v8	$5,000.00
KSS Tool UKG Time Capture for Cisco*	
Solution Services SFW Tools Professional Services	$215.00
KSS Tool,UKG Time Capture For CISCO V8	$31.50
KSS Tool Puerto Rico Meal Penalty Support	
KSS Tool Puerto Rico Meal Penalty Support v8	$24,000.00

US$	US$
Gold*	Platinum*
Support Services	Support Services
$3.30	$3.75
$2,200.00	$2,500.00
$1,100.00	$1,250.00
n/a	n/a
$6.93	$7.88
$5,280.00	$6,000.00

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Resolution No. R26-071- Approving Amendment No. 2 to the services agreement with Iron Brick Associates, LLC, incorporating Can/Am Technologies Inc. as the web-based point-of-sale software provider for the City's ERP Workday Project, in a total amount of $750,337.00 covering both SaaS for five years and professional services, pursuant to the piggyback exemption of the City's Procurement Policy.

Requested Action: City Staff Recommends approval of Proposed Resolution No. R26-071.

Explanation of Request: On July 15, 2025, the City Commission approved a contract with Iron Brick Associates, LLC to implement a new ERP system designed to automate operations, improve data accuracy, enhance cybersecurity, and elevate service delivery to residents. As the project has progressed, staff identified a significant inefficiency: the City currently operates multiple Point of Sale (POS) systems across various departments, making it impossible to consolidate financial data, analyze spending patterns, and safeguard taxpayer dollars. Consolidating all payment activity under a single POS platform is essential to achieving the full benefits of the ERP investment.

Through the course of the ERP implementation, staff identified CanAm Teller as the ideal solution — a preferred Workday partner already included under the Iron Brick contract the City previously piggybacked, making this a seamless addition to the existing agreement. CanAm Teller is a web-based, enterprise-level Point of Sale system that will serve as the City's centralized platform for managing all revenue intake — from the moment a payment is received at the cashier window through balancing, reconciliation, and financial reporting. Specifically, Teller will:

- **Consolidate All City Payments.** Teller will replace the City's fragmented, multi-system approach by integrating payment activity from across all departments into a single database, giving staff and leadership a unified, real-time view of all financial transactions.
- **Interface with Key City Systems**. Teller will connect bi-directionally with Workday Accounts Receivable and Financials, SpryPoint Utility Billing, SagesGov Permitting, Duncan Parking, Vera Mobility Red Light Citations, Catalis IVR and payment processing, Meridian Kiosks, and RecTrac and Eagle Golf — ensuring seamless data flow between all platforms.
- **Streamline Cashiering Operations.** The system manages the full cashiering lifecycle, including check scanning and image cash letter processing, cash drawer management,

credit and debit card processing through Catalis, and check validation for NSF transactions.

- **Enable Online Payments**. Through Teller Online, residents will be able to make payments digitally, with capacity for up to 50,000 online transactions, providing a modern, convenient experience for the public.
- **Support Up to 25 Named Users** . Across departments, plus unlimited read-only access, with a secure, cloud-hosted environment through Amazon AWS, a 99.9% uptime commitment, and regular software updates approximately every six weeks.
- **Provide Financial Transparency and Accountability** . Teller's reporting and analytics capabilities will give the City full visibility into all payment activity across departments — the very data currently unavailable due to the City's siloed POS systems — enabling informed decision-making and better stewardship of taxpayer funds.

The five-year implementation is structured in two phases over 19 months, covering configuration, staff training, system integration testing, and go-live support across six City departments. While staff cannot yet quantify the full cost of the City's disparate POS systems due to the absence of consolidated data analytics, implementation of Workday is expected to provide full visibility into those expenditures and yield measurable cost savings.

Total Year 1 SaaS, Hardware, and Implementation Costs $410,346.00
Annual SaaS Fees (Year 2) $81,267.00
Annual SaaS Fees (Year 3) $83,705.00
Annual SaaS Fees (Year 4) $86,216.00
Annual SaaS Fees (Year 5) $88,803.00
Total Contracted Amount $750,337.00

For Amendment No. 2, the City will utilize the piggyback exemption under its Procurement Policy by leveraging Contract No. 159124 – Cloud Solutions for HR, Finance, and Planning, awarded through OMNIA Partners and Region 14 Education Service Center (ESC). By leveraging a competitively solicited agreement already in place, the City avoids the time and expense of issuing its own solicitation, gains access to a pre-vetted vendor, and secures favorable pricing — ultimately streamlining procurement and delivering greater value to Boynton Beach taxpayers.

How will this affect city programs or services? Positive Impacts

- Faster, more convenient payments for residents. With Teller Online supporting up to 50,000 digital transactions, residents paying utility bills, parking citations, permitting fees, recreation fees, and other City charges will have a modern, self-service option rather than having to visit a City office.
- Improved service across multiple departments. The system integrates with programs spanning utilities, permitting, parking enforcement, red light citations, recreation, golf, and kiosks — meaning departments that previously operated in silos will now share a unified payment platform.
- Reduced administrative burden on staff. By eliminating manual reconciliation across disconnected systems, City staff will spend less time on back-office payment processing and more time on resident-facing service delivery.

Longer-Term Benefits

- Citywide financial visibility. Once fully implemented, leadership will for the first time have a complete, data-driven picture of all payment activity citywide, enabling smarter

budgeting, better resource allocation, and the ability to identify and eliminate redundant costs across programs.

Account Line Item and Description: 303-4101-580.46-91 REPAIR/MAINTENANCE SRVS. / SOFTWARE MAINTENANCE GG2526

Fiscal Impact: Total Year 1 SaaS, Hardware, and Implementation Costs $410,346.00
Annual SaaS Fees (Year 2) $81,267.00
Annual SaaS Fees (Year 3) $83,705.00
Annual SaaS Fees (Year 4) $86,216.00
Annual SaaS Fees (Year 5) $88,803.00
Total Contracted Amount $750,337.00

Attachments:
R26-071 Agenda_Item__4476-2026_Resolution_for_Iron_Brick_Amd__2.docx
Second_Amendment_to_Services_Agreement_3.30.26Final2_-_signed.pdf
Boynton_Beach_Amendment_2_Omnia_Price_Justification.pdf
Merchant_Services_ROI_Presentation - Final.pptx

RESOLUTION NO. R26-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE SERVICES AGREEMENT BETWEEN THE CITY AND IRON BRICK ASSOCIATES, LLC TO PROCURE CAN/AM LICENSES AND SERVICES THROUGH IRON BRICK AS THE RESELLER IN THE TOTAL AMOUNT OF $750,337; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and Iron Brick Associates, LLC ("Reseller") entered into a Services Agreement for Cloud Solutions for HR, Finance, and Planning dated July 23, 2025, approved by Resolution No. R25-198 on July 15, 2025; and

WHEREAS, the parties entered into a First Amendment to the Services Agreement dated October 30, 2025, adding the following to the Service Agreement under the SpryPoint Subscription Fees chart: Iron Brick will invoice the City for the Total Initial Annual Subscription Fee for the period of the Effective Date through July 31, 2026, upon execution of this Amendment. Thereafter, the Annual Subscription Fee will be invoiced on October 1, annually pursuant to the terms of the Agreement with a designated annual Subscription period ending on July 31 of the subscription year; and

WHEREAS, the parties desire to amend the Agreement's Scope of Services section to add the Can/Am subscriptions and services, and amend the Payment section to add funding for the Can/Am subscriptions and professional services; 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 Amendment to the Services Agreement between the City and Iron Brick Associates, LLC to procure Can/Am licenses and services through Iron Brick as the reseller in the total amount of $750,337.

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 Amendment to the Services Agreement between the City and Iron Brick

Associates, LLC to procure Can/Am licenses and services through Iron Brick as the reseller in the total amount of $750,337 (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 Andrew Rozwadowski to forward to the Reseller.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-071

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
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

IRONBRICK

SECOND AMENDMENT TO THE SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND IRON BRICK ASSOCIATES, LLC

This Second Amendment ("Second Amendment"), modifies the terms of the City of Boynton Beach Services Agreement ("Services Agreement") between City of Boynton Beach ("City") and Iron Brick Associates, LLC ("Reseller") dated July 23, 2025. The effective date of this Second Amendment is April 21, 2026 (the "Second Amendment Effective Date").

WHEREAS, Iron Brick is an authorized reseller of Can/Am Technologies Inc. ("Can/Am")

WHEREAS, the City desires to procure Can/Am licenses and services through Iron brick as the Reseller.

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Services Agreement as follows:

1. Amend Services Agreement Section 1. Scope of Services to add the following Can/Am subscriptions and services as Exhibit D:

   "Exhibit D – Can/Am Teller Software as a Service Agreement ("Saas") attached hereto."

2. Amend Services Agreement Section 2 Payment to add funding for the Can/Am subscriptions and professional services as follows:

   Can/Am Subscriptions and Professional Services

Total Year 1 SaaS, Hardware and Implementation Costs	**$410,346.00**
Annual SaaS Fees (Year 2) *	**$81,267.00**
Annual SaaS Fees (Year 3) *	**$83,705.00**
Annual SaaS Fees (Year 4) *	**$86,216.00**
Annual SaaS Fees (Year 5) *	**$88,803.00**
Total Contracted Amount	**$750,337.00**

   * After year one, Annual Fees and the Professional Services Hourly rate will be subject to an annual increase equal to 3% annually.

3. The Parties do not agree to any other changes to the Services Agreement and all of the terms and conditions of the Services Agreement, except as modified herein and/or by prior Amendments, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the Second Amendment Effective Date stated above.

IRON BRICK ASSOCIATES, LLC

By: Zebulon Mellett

Name: Zebulon Mellett

Title: President

CITY OF BOYNTON BEACH

By:_____

Name:_____

Title:_____

EXHIBIT D
CAN/AM SUBSCRIPTION AND PROFESSIONAL SERVICES
Order Form #01302026.CAN/AM

Client Name	City of Boynton Beach ("Client")
Reseller Name	Iron Brick Associates LLC ("Reseller")
Reseller Principal Address	362 Old Hollow Rd, Sperryville, Virginia, 22740, United States
Vendor: Can/Am Technologies Inc. ("Can/Am")	Can/Am Technologies Inc. ("Can/Am") 3601 S Teller St, Suite 200, Lakewood, CO 80235, USA
Can/Am Teller Software as a Service Agreement	This Order Form is subject to and governed by Can/Am Teller Software as a Service Agreement ("SaaS") incorporated herein and attached hereto below at ATTACHMENT D-1
Order Term	5 years from the execution date of the second amendment
Currency	USD

This Order Form is between Reseller and the Client. Can/Am's Teller Software as a Service Agreement, License Fees and Statement of Work for this project (the "Services") are set forth in ATTACHMENT D-1 and are incorporated herein by reference.

Client's access to and use of Can/Am's Services are subject to the terms of the Can/Am Teller Software as a Service Agreement. Client agrees to procure and Reseller agrees to provide the Can/Am Services listed in ATTACHMENT D-1 for $750,337.00.

IRONBRICK

ATTACHMENT D-1

Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement **("Agreement")** dated as of March ____, 2026 (the "**Effective Date**") between Can/Am Technologies Inc. ("**CanAm**") a company incorporated under the laws of Colorado, having its principal place of business at 8744 Kendrick Castillo Way, Suite 530, Highlands Ranch CO 80129 and Boynton Beach, Florida, having its principal place of business at 100 E. Ocean Avenue, Boynton Beach, Florida 33435 (hereinafter referred as **"Client"**).

RECITALS

1. Pursuant to the terms of this Agreement, CanAm will provide a web-based system to manage point of sale processes for Client.

2. This system assists Client in managing revenue intake from cashiering to balancing, providing reconciliation workflows, and is intended to provide Client with reporting and visibility into financial transactions, increasing the accountability and transparency of financial management for Client.

3. This Agreement shall apply exclusively to CanAm Services that you are ordering through an authorized CanAm reseller ("Reseller"). These terms shall control and take precedence over any conflicting terms you may have entered into with a Reseller or any other non-CanAm contract, request for quote, terms and conditions, or statement of work. This Agreement is considered part of any agreement or quote issued by Reseller and Client hereby agrees to this Agreement as it relates to the Services. Annual Software-as-a-Service Fees and all other fees payable for Services hereunder will be invoiced for an amount and with payment terms as per your Agreement with Reseller, and in a format specified by the applicable agreement between you and Reseller, including any additional payment instructions or deviations.

AGREEMENT

Client and CanAm agree as follows:

1. **DEFINITIONS**
   - 1.1. Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.
   - 1.2. Annual Software as a Service Fee – the annual fee payable by Client for the use of Teller software, including Teller support services, including Updates, and SaaS Services provided by CanAm under this Agreement.
   - 1.3. Concurrent User – means the users who are logged on at the same time and sharing a finite number of licenses.
   - 1.4. Confidential Information – has the meaning set out in section 13 of this Agreement.

1.5. Configuration(s) – all work required to configure Teller to reflect the business rules, workflow, security and data requirements of Client. Configuration includes any custom reports, Interfaces, Plugins, and conversion scripts developed for Client.

1.6. Defect – a program error that will cause Teller to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of Teller as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. With the exception of Interfaces that connect Teller to Third-Party software as set out in a statement of work, defects do not pertain to problems arising from Third-Party Software interfaced to Teller, or to problems arising from Teller Configurations not developed by CanAm.

1.7. Enhancement – any work requested by Client to alter existing Teller features, or to add any new features or functions to Teller software.

1.8. Force Majeure – circumstances beyond a Party's reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, pandemics, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party Software, or inability to obtain power used in or equipment needed for provision of the Services.

1.9. SaaS Services – the services provided at the Third-Party hosting facility that are provided by CanAm to Client.

1.10. SaaS Services Site – the Third-Party hosting facility, at a U.S. location of CanAm's choice, at which servers and related equipment are located.

1.11. SaaS Services SLA – the SaaS Service Level Agreement as provided in Exhibit B, and any subsequent addendums or amendments made in accordance with the provisions herein.

1.12. Client Infrastructure – any Client owned, leased, or licensed information technology hardware and/or software that is required by Client to perform business functions. This hardware and/or software can be providing the infrastructure needed to perform these functions or can also be used as a gateway to an external, non-client owned, infrastructure that provides the necessary business functions.

1.13. Deliverables – the services deliverables, documentation and defined milestone objectives set forth in a Statement of Work. For greater certainty, Deliverables shall not include any Third-Party Software or related documentation licensed directly to Client from a Third-Party, or any modifications or enhancements thereto or derivatives thereof.

1.14. Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) Teller pre-existing and newly developed software, or pre-existing and newly developed software Configurations (including stock report definitions) of CanAm; b) CanAm methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing or newly-acquired material provided to Client by CanAm under separate license. For clarity, Intellectual Property does not include Third Party APIs that are incorporated into Teller solely as an Interface to Client devices or Third Party Software.

1.15. Interface – a connection with Third Party Software or hardware used to deliver a unified end user experience.

1.16. Named User – an individual internal to Client who has access to the Teller Production Database. A Named User may access the Teller Production Database from any workstation on Client's network or intranet, or via the Internet.

1.17. On Call Support – support outside of CanAm's support desk coverage (6 a.m. to 6 p.m. MT excluding CanAm published holidays).

1.18. Party or Parties – referring to CanAm or Client or both.

1.19. Plugin – additional functionality that extends core Teller features. Plugins may be added to Teller to permit additional functionality. Licensed Plugins are fully supported and may have their own release cycle separate from the Teller product release cycle.

1.20. Production Environment – the environment provided to Client for end user official business use.

1.21. Response Time – the target time for CanAm to respond to Critical, High, Medium and Low support requests (as defined in Section 6.3 of this Agreement).

1.22. Service(s) – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or other written request.

1.23. Source Code – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.

1.24. Specifications – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or an amendment to this Agreement.

1.25. Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by CanAm (including its subcontractors if applicable) to Client under this Agreement. The Statement of Work is attached to this Agreement as Exhibit C.

1.26. Teller – an enterprise Point of Sale system that manages revenue intake from cashiering to balancing and reconciliation workflows in a single integrated database. Teller includes the reports and documentation that come with the Teller software.

1.27. Teller Annual Software as a Service Agreement – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use Teller is provided to Client.

1.28. Test Environment – the environment set up by CanAm to provide testing and training capability for Client.

1.29. Third-Party – a person, corporation, organization or entity other than Client or CanAm.

1.30. Third-Party Software – any identifiable product embedded in and/or linked to Teller software, but to which the proprietary rights belong to an independent Third-Party.

1.31. Update(s) – updates to Teller issued by CanAm, generally every six (6) weeks, to general availability for Teller Clients.

2. SCOPE OF AGREEMENT

2.1. By this Agreement, CanAm agrees to provide Client with a single Annual Subscription Software License to use Teller in the Production Environment. This License includes the number of Interfaces, Concurrent Users, and/or Named Users identified in Exhibit A and subsequent purchase orders.

2.2. Client and CanAm agree that CanAm may opt to permit the use of this Agreement by broader public sector entities to procure Teller Software as a Service according to the terms and conditions of this Agreement as follows:

"Broader Public Sector Entities" means other political subdivisions, municipalities, tax-supported agencies and non-profit entities in the United States, including all local and state government agencies, academic institutions, school boards, special districts and any other public entities as acknowledged by the Federal government and any other public entities as agreed by Client.

With respect to purchases by Broader Public Sector entities, CanAm acknowledges that such Broader Public Sector Entities shall make purchases in their own name, make payments directly to CanAm, and shall be liable directly to CanAm, holding Client harmless.

3. **TERM OF AGREEMENT**

3.1. This Agreement will remain in effect for a period of one (1) year from signing and will be renewed annually thereafter upon payment by Client of the Annual Software as a Service Fee within thirty (30) days of receipt of the renewal invoice, unless otherwise revised or terminated under the provisions of this Agreement. Each annual renewal invoice will be issued thirty (30) days prior to renewal.

4. **GRANT OF LICENSE**

4.1. This Agreement provides Client with a non-exclusive and non-revocable license for Teller as identified in Exhibit A of this Agreement. This license will be effective for as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.

4.2. Client is licensed to use Teller in one (1) Test Environment and one (1) Production Environment at CanAm hosting site.

4.3. Client is licensed to use Teller only for processing transactions associated with Client's business or public purposes. Any other use of Teller by Client is not permitted.

5. **SOFTWARE AS A SERVICE FEE**

5.1. Client agrees to pay an Annual Software as a Service Fee as specified in Exhibit A for license rights to Teller and for associated Teller support and Teller SaaS Services. The first year of the Teller Software as a Service Fee is billable upon execution of this Agreement.

5.2. Client may subsequently add licenses and users throughout the Term for an additional price as set out in Exhibit A.

5.3. The Annual Software as a Service Fee does not include Configuration. CanAm may provide these Services for additional charge under a SOW or directly as professional services for the time and materials hourly rate established in Exhibit A.

5.4. Client agrees to remit payment annually within 30 calendar days of receipt of the invoice. CanAm reserves the right to charge Client one (1) per cent interest per month on the undisputed outstanding balance of any fees or expenses not paid with thirty (30) days of date of invoice.

IRONBRICK

6. **SUPPORT SERVICES**

6.1. CanAm agrees, during the term of this Agreement, to provide Teller support services in a timely and professional manner. CanAm will provide unlimited technical support for Client's Teller support personnel described in Section 7.2 of this Agreement. Support pertains to Teller and licensed Teller Plugins.

6.2. The Teller support web site will be available 24 x 7 for submitting Client support requests. The Teller support desk will be staffed from 6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding CanAm published holidays. Extended hours of On Call Support outside of these working hours can be provided at additional rates per Section 8.

6.3. When Client submits a support request through the Teller support web site during normal CanAm hours for support, as specified in Section 6.2 of this Agreement, CanAm and Client will categorize, and CanAm will escalate as appropriate, the support request according to the following criteria. To ensure the listed Response Time, Client must call the provided Teller support toll-free number to report or confirm Critical and High priority issues.

Severity	Definition	Response Time	Resolution Time
Critical	Client site is down. Major impact to operations of Client site.	< 15 minutes	Immediate and ongoing effort, with daily reporting to Client as necessary until a work-around or fix has been provided.
High	Major impairment of at least one important function at Client site. Operations at Client site are impacted. All important Client functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work with reporting to Client as necessary until a work-around or fix has been provided.
Medium	Client Operations not significantly impacted. One or more minor Client functions not working. Major usability irritations impacting many staff at Client.	< 4 hours	Proceed with fix as medium priority work, according to schedule set by CanAm.
Low	Minor usability irritations. Work-around exists.	< 2 business days	Proceed with fix as low priority work, according to schedule set by CanAm

6.4. The Software as a Service Fee does NOT include technical support for Configurations and Third-Party Software not embedded within Teller, such as (but not limited to) operating system software and Microsoft Office products. Technical support for Teller related Third-Party hardware that may be used by Client, including scanners, printers, credit terminals, and other hardware peripherals is also not included.

6.5. CanAm will not begin charging Client for resolution of a non-Teller related problem until CanAm demonstrates to Client that the source of the problem is not related to a Teller Defect and Client has authorized work to resolve the issue. No time will be charged to Client for Teller Defects reported to CanAm.

6.6. Unless otherwise specified, Teller product warranty and support activities will be conducted at and deployed remotely. Travel and living expenses to provide on-site services deemed by CanAm at its sole discretion as required to repair a Teller Defect will not be charged to Client.

7. CLIENT OBLIGATIONS AND RESPONSIBILITIES

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of Client:

7.1. Infrastructure Support –managing the local Internet Service Provider (ISP) providing Client its internet connection and/or its wireless service; managing its own networks; managing all desktop and mobile hardware for Client staff and implementing its own security policies and procedures.

7.2. First-Line Teller Support – Client is responsible for providing first-line Teller support to Client staff. First-line Teller Client support is responsible for researching issues and assessing if they are the result of a Teller Defect. Client will identify a limited number of Client staff entitled to submit Teller support requests.

7.3. Future Updates – Client acknowledges that future Updates of Teller software may require different or additional Client equipment and/or software to function properly. CanAm will provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

8. PROFESSIONAL SERVICES

8.1. At the request of Client, CanAm may provide any or all of the following professional services: development of custom Configurations, report development, training, extended warranty, first line Teller support, On Call Support, and any other consulting activity. CanAm professional services may be purchased for an all-inclusive fixed-cost, or on a time-and-materials basis. All time and materials services will be approved in advance by the Client in a mutually agreed Statement of Work or other written request, and invoiced monthly based on the rates specified in Exhibit A. For fixed-cost services, all terms, conditions and costs will be specified in a mutually agreed Statement of Work.

8.2. CanAm will perform the Services and provide the deliverables that are described in each Statement of Work in accordance with the terms of the SOW and this Agreement, for the

price and in accordance with the delivery dates and Specifications described in the Statement of Work.

9. **PAYMENT FOR SERVICES**

9.1. Client will pay the fees set out in the Statement of Work, plus all applicable taxes, upon acceptance of deliverables specified in the Statement of Work, subject to receipt of invoices from CanAm.

9.2. CanAm will submit invoices and other supporting documentation which may be required by Client describing the Services and deliverables for which payment is claimed.

9.3. Client will pay, without set-off or deduction, each invoice or undisputed portion of an invoice within thirty (30) days from receipt of the invoice. Any disputes will be resolved according to the dispute resolution process set out in Section 17 of this Agreement. CanAm reserves the right to charge Client one (1) per cent interest per month on any undisputed outstanding balance of any fees or expenses not paid within thirty (30) days of date of invoice.

10. **SOURCE CODE**

10.1. This license will provide Client with run-time only capability for Teller as described in Section 2 of this Agreement.

10.2. Source code (metadata) to custom Configurations, reports, and specialized code developed specifically for Client will be provided to Client upon request.

11. **REPRESENTATIONS AND WARRANTIES**

11.1. CanAm will repair Teller Defects reported by Client during the term of this Agreement at no additional charge to Client. CanAm will make all reasonable efforts to resolve Defects quickly, via an Update if necessary.

11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, licensed Interfaces are warranted. Material changes to the Client environment may require additional fee-based work.

11.3. CanAm does not provide warranty for any custom Configuration, custom code not developed by CanAm, or Third Party files included with Teller that are required to integrate with equipment or Third Party software.

11.4. CanAm warrants that it has full power and authority to grant this Teller license and that as of the effective date of this Agreement, the Teller software does not infringe on any existing Intellectual Property rights of any Third Party. If a claim of infringement is made by any Third Party, CanAm may, at its sole option either:

a) secure for Client the right to continue using the Teller software; or

b) modify the Teller software so that it does not infringe.

If CanAm cannot or does not either secure for Client the right to continue using the Teller software or modify the Teller software so that it does not infringe, Client may terminate this Agreement for CanAm's breach under Section 15.2. This represents Client's sole and exclusive remedy with respect to this warranty.

CanAm has no obligation to indemnify Client under this Section if any infringement claim is based upon or caused by the following: (i) a use for which Teller was not designed or specified; (ii) design specifications or any data, information, drawings, manuals, script, or like materials provided by Client to CanAm, which has resulted in the infringement action; and/or (iii) the unapproved combination, operation or use of Teller with any other Third Party product not provided by CanAm, to the extent that such combination, operation, or use results in the loss, damage, claim or expense in question. CanAm provides no warranty whatsoever for any Third Party software or hardware products. In the event of an infringement claim for which Client is or may be entitled to indemnification hereunder, CanAm will assume the defense at CanAm's sole expense. CanAm will consult with Client regarding any settlement of any Third Party Claim but shall not be required to receive Client's consent to settle any such claim, provided that no settlement shall require Client to admit any wrongdoing without Client's consent. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

11.5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABLE QUALITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.

11.6. THIS SECTION 11 SETS OUT THE SOLE AND EXCLUSIVE REMEDY WHICH APPLIES OR SHALL APPLY TO TELLER AND THE SERVICES. NO ORAL OR VERBAL ADVICE OR INFORMATION GIVEN BY EITHER PARTY, THEIR AFFILIATES OR ITS OR THEIR AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES, SHALL CREATE A DIFFERENT OR GREATER WARRANTY, AND THE PARTIES ACKNOWLEDGES THAT IT MAY NOT RELY UPON ANY SUCH ORAL OR WRITTEN COMMUNICATIONS TO CREATE OR ESTABLISH WARRANTY RIGHTS IN EXCESS OF THE SOLE AND EXCLUSIVE WARRANTY HEREIN.

12. **OWNERSHIP OF SOFTWARE AND DATA**

12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2025, all rights reserved), including Teller; licensed Teller Plugins, and licensed Teller Interfaces within the United States of America and Canada. Client will not remove any ownership or copyright notices from Teller software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of Teller is strictly prohibited.

12.2. CanAm is, and will remain, the exclusive owner, or is the authorized agent of the owner of Teller proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with CanAm. No license or conveyance of any such rights to Client is granted or implied under this Agreement.

12.3. CanAm will retain ownership of the Intellectual Property associated with Enhancements or Interfaces developed by CanAm for Client.

12.4. Client is deemed to own any custom Configuration for their Teller installation. Client grants CanAm a non-exclusive, perpetual, irrevocable, royalty-free, worldwide

license to use, reproduce, sublicense, modify, and sell the custom Configuration developed pursuant to this Agreement without compensation to Client.

12.5. Notwithstanding anything to the contrary herein, each Party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, pre-existing IP and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other Party.

12.6. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer Teller software or documentation to any other Party. Client agrees not to distribute Teller as part of any other software product, commercial or otherwise, without the prior written approval of CanAm.

12.7. Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and CanAm may not make any use of Client data other than for testing and Service delivery purposes, without the prior written consent of Client.

1. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

12.8. Each Party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other Party. Each Party will use such confidential or proprietary information only for the purpose for which it was disclosed.

12.9. As used in this Agreement, the term "confidential or proprietary information" ("Confidential Information") means all trade secrets or proprietary information designated as such in writing by one Party to the other. All software code in source of object format will be deemed to be proprietary information regardless of whether it is marked as such. Information which is orally or visually disclosed by one Party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing Party if:

a) it would be apparent to a reasonable person, familiar with the business of the releasing Party and the industry in which it operates, that such information is of a confidential or proprietary nature; or

b) The releasing Party, within thirty (30) calendar days after such disclosure, delivers to the receiving Party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving Party personnel to whom such disclosure was made.

12.10. Each Party will only disclose Confidential Information received by it under this Agreement to personnel who have a need to know such Confidential Information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such Confidential Information.

12.11. Each Party will adopt and maintain programs and procedures which are reasonably calculated to protect Confidential Information, and will be responsible to the other Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended Party to prevent, control, or remedy any such violation.

12.12. The obligations of each Party specified above will not apply with respect to any Confidential Information, if the receiving Party can demonstrate, by reasonable evidence, that such Confidential Information:

a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party;
b) was already in the possession of the receiving Party at the time of disclosure;
c) becomes known to the receiving Party through disclosure by sources having the legal right to disclose such Confidential Information;
d) was independently developed by the receiving Party without reference to, or reliance upon, the Confidential Information; or
e) was required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the receiving Party provides prompt written notice of such disclosure to the offended Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and, if possible, ensure that the confidentiality obligations of this Agreement are maintained.

12.13. If Client is subject to freedom of information legislation CanAm agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for Client pursuant to this Agreement.

12.14. Upon termination of this Agreement, each Party will make all reasonable efforts to return to the other Party all tangible manifestations, and all copies thereof, of Confidential Information received by the other Party under this Agreement, if requested to do so by the disclosing Party. In addition, each Party shall certify in writing that it has not retained any copies of any materials belonging to or furnished by the other Party, and that any software provided by the other Party pursuant hereto has been deleted from that Party's computer and no copies have been retained in any form. The foregoing obligation shall not apply to Confidential Information that: (i) a Party deems necessary to retain to comply with applicable laws and regulations; and (ii) exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

13. LIMITATIONS OF LIABILITY AND INDEMNITY

13.1. CANAM'S MAXIMUM TOTAL LIABILITY FOR ANY THIRD PARTY ACTION, CLAIM, LOSS OR DAMAGE ARISING OUT OF TELLER AND THE PERFORMANCE OF ANY SERVICES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, CLAIM, LOSS OR DAMAGE, BE IT CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE AN AWARD FOR DIRECT PROVABLE DAMAGES THAT IN NO EVENT EXCEED THE AGGREGATE OF THE AMOUNTS PAYABLE TO CANAM UNDER THE TERM OF THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

13.2. CLIENT SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL CANAM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF TELLER, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT CANAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3. Subject to Section 14.1 and 14.2, CanAm will indemnify and hold harmless Client and its affiliates, employees and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any Third Party claim caused by the intentional misconduct or gross negligence of CanAm or any of its employees, agents or subcontractors in performing the Services.

14. TERMINATION AND DEFAULT CONDITIONS

14.1. CanAm may terminate this Agreement if: Client fails to make required payments within 90 days of due date provided that CanAm has issued a minimum of two (2) delinquency notices, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, CanAm will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, CanAm will have cause to terminate this Agreement.

14.2. Client may terminate this Agreement if: CanAm materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, CanAm becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of CanAm. If any of the above conditions are encountered, Client will provide written notice to CanAm and provide 30 calendar days for CanAm to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.

14.3. In the event that, during the term of this Agreement, funds are not appropriated for the payment of Client's obligations hereunder, Client may terminate this Agreement with thirty (30) days advance written notice, effective on the last day for which an appropriation has been made.

14.4. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5; Software as a Service License Fees, Section 14; Limitation of Liability and Indemnity, Section 13; Confidentiality; or any other obligations of the parties which by their nature are intended to survive termination of this Agreement.

15. **RIGHTS AND OBLIGATIONS**

15.1. If either CanAm or Client terminates this Agreement, CanAm will retain all fees for Services delivered to Client up to the date of termination. CanAm will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.

15.2. Any termination by either Party as provided in this Agreement will not in any way operate to deny any right or remedy of the other Party, either at law or in equity, or to relieve a Party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

15.3. Upon termination of this Agreement, Client agrees to cease any and all operational use of Teller and further agrees to delete all Teller software from the Client Infrastructure. CanAm agrees to make reasonable provision for an extract of Client's operational data from Client's Production Environment if requested by Client.

15.4. Teller is subject to the export control laws of the United States and other countries. Client may not export or re-export Teller software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws and will defend, indemnify and hold CanAm harmless from any claims arising from Client's violation of such export control laws.

16. **DISPUTES**

16.1. CanAm and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within CanAm and Client will communicate regularly in order to review the status and priorities for the provision of services by CanAm and Client.

16.2. In the event of any dispute arising between CanAm and Client with respect to their rights and obligations under this Agreement, the Party feeling itself aggrieved will notify the other Party of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:

- First level: the Project Manager of CanAm and the Project Manager for Client; and
- Second level: the President/CEO of CanAm and the Chief Executive for Client.

16.3. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the Party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon CanAm and Client.

17. **RELATIONSHIP OF THE PARTIES**

17.1. Each of the Parties is an independent contractor. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

18. **WAIVER**

18.1. No failure or delay on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

19. **ASSIGNMENT AND SUCCESSION**

19.1. This Agreement, including all of its rights and obligations created hereunder, shall not be assigned or transferred in any manner whatsoever (except upon transfer of majority ownership of a Party's business by merger, or consolidation, in which case the Agreement may be assigned to the succeeding owner) unless with the prior written consent of the opposite Party signed by an officer thereof, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

20. **NON SOLICITATION**

20.1. Client agrees that for the duration of this Agreement, and for a period of one (1) year from the date of termination of this Agreement (or the date of termination of the final SOW if that date is later), it will not on its own behalf or on behalf of any other person or entity: (a) initiate contact for the purposes of hiring or contracting the service of, or (b) directly or indirectly solicit or induce for employment, or otherwise offer to hire or contract the services of, any employee, contractor or agent of CanAm who is directly related to the provision of services hereunder. Notwithstanding the foregoing, the provisions of this Section 21.1 shall not apply to the hiring of: (i) any individual who is hired as a result of responding to a general public "help wanted" type of solicitation by a Party; or (ii) any individual who, of his or her own volition, approaches, contacts, or solicits a Party for employment or other working arrangements and who such Party has not induced or solicited to make such approach, contact, or solicitation.

21. **FORCE MAJEURE**

21.1. Neither Party shall be under liability to each other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligation hereunder.

22. **SEVERENCE**

22.1. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.

23. **INSURANCE**

23.1. CanAm shall, at its own expense and without limiting liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than $1,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof, and such other insurance as CanAm deems necessary in its sole discretion, to provide standard protections of its business.

23.2. CanAm shall provide Client with acceptable evidence of insurance upon request.

24. **CURRENCY**

24.1. Unless otherwise noted, all reference to payment amounts in this Agreement are in U.S. dollars.

25. **GOVERNING LAW**

25.1. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Florida. The parties irrevocably attorn to the jurisdiction of the courts of the State of Florida.

26. **COUNTERPARTS**

26.1. This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

27. **ENTIRE AGREEMENT**

27.1. This Agreement, and any applicable attachments, SOWs, schedules, exhibits or other documents constitutes the entire agreement of the Parties with regard to the matters herein, and supersedes all other prior written or oral agreements, representations and other communications between the Parties. All terms of any order acknowledgement or other document provided by Client, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No modification of this Agreement is valid unless set out in writing by the Parties.

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Exhibit A

Licensed Teller Interfaces and Users

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: • Production instance of Teller • Test instance of Teller • 5 Named User Licenses • Catalis Payments Processing Interface • Workday GL Financial Interface • Unlimited read-only users • Hosting and Support Services	1	$2,878.00
Teller Standard License Additional Named Users @ $60/month/user	15 Named User Licenses (total: x20 user licenses)	15	$885.00
Business System Interfaces at $275/month/interface	• Workday Accounts Receivable • SpryPoint Utility Billing Interface • Spry Engage Online Portal Interface • Duncan Parking Interface • Vera Mobility Red Light Citation Interface • SagesGov Permitting Interface • Catalis IVR Interface	6	$1,650.00
End of Day Payment Import Interfaces @ $165/interface	• RecTrac Payment Import • Eagle Golf Payment Import	4	$664.00
Image Cash Letter License / Check Recognition License	Check Scanning and ICL to Client's Bank up to 14K scans annually	1	$332.00
Check Validation Service	Check Validation for NSF	1	$166.00

Monthly Total	Pricing based on annual payment		$6,575.00

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Annual Software as a Service Fees*

License and all other fees are in US dollars and exclude any applicable taxes.

Time Period	Fee
Year 1	$78,900.00
Year 2	$81,267.00
Year 3	$83,705.00
Year 4	$86,216.00
Year 5	$88,803.00

Professional Services*

All rates are in US dollars and exclude any applicable taxes.

Service	Rate
Professional Services Hours	$225/hr.

* After year one, Annual Fees and the Professional Services Hourly rate will be subject to an annual increase equal to 3% annually.

Additional licenses and/or users may be added throughout the Term of this Agreement. The price for each added license and/or user will be pro-rated to the annual renewal date, itemized accordingly in an invoice, and henceforth included in the annual invoice.

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Exhibit B

SaaS Service Level Agreement

1. **OWNERSHIP OF DATA**

   1.1. Regardless of the location of the hosting facility, Client will retain sole and complete, legal and beneficial ownership of its data stored on the Hosting Services Site.

   1.2. CanAm's responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Hosting SLA. CanAm may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.

   1.3. Client may request return of any or all of its data at any time, for any reason, and CanAm will provide such data within a reasonable period of time, in native format.

2. **OVERVIEW OF SAAS SERVICES**

   2.1. CanAm is committed to providing secure, reliable and dedicated SaaS Services to Client. For maximum protection and value to Client, CanAm will contract with Amazon AWS for provision of a hosting facility in the United States.

   2.2. CanAm reserves the right to change hosting providers to an alternate service providing comparable functionality, and meeting the standards in this document.

   2.3. All SaaS services will be provisioned from data centers located within the United States.

   2.4. In return for Annual Software as a Service Fee from Client, CanAm will provide the following services to Client:

Service	Description
Secure Hosting Site	A secure hosting facility with 24/7 security control.
Internet Service Providers	A facility with stable network connectivity across North America. Internet services will be routed through multiple independent carriers to eliminate single-carrier points of failure.
Data and Service Redundancy	Redundant storage across multiple zones providing failover in the event of a catastrophic failure at the primary hosting site.
Software	Operating System, Database and Virus Protection software as required to run the Teller environments. CanAm will keep systems secure by keeping them up-to-date on security patches and security audits, and all Third-Party critical updates will be applied in a timely manner following Third-Party vendor notification.

Teller Software Updates	CanAm will test and install into the Teller environment at the SaaS Services hosting Site, all Updates to the Teller software which are made generally available during the term of this Agreement.
Data Backups	Securing Client data against loss is a key provision within the SLA. Full backups will be performed on a regular basis.

3. AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES

3.1. While the SaaS Services Site availability will generally be expected to be 24 x 7 (except for Scheduled Maintenance or unscheduled Emergency Outages as defined in 3.5 below), the commitment of CanAm is to provide SaaS Services hosting site availability during CanAm business hours (6:00 am – 6:00 pm Monday through Friday Mountain Time, excluding published CanAm holidays) for 99.9% uptime or better in a calendar month. Credits may be claimed only against loss of SaaS Services during CanAm business hours.

3.2. If CanAm during regular Client business hours fails to provide SaaS Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future SaaS Service Fees in accordance with the following schedule:

SaaS Services Site Availability	Credit Percentage (of monthly fee)
99.9% to 100%	0%
98.0% to 99.8%	2.5%
97.0% to 97.9%	5%
95.0% to 96.9%	7.5%
90.0% to 95.0%	25%
Below 90.0%	100%

3.3. Can/Am will provide a monthly report identifying any downtime in the previous month. Downtime will be calculated to the minute from the time it is first detected (by our monitoring or by Client report) until service is restored, during the guaranteed availability time period defined in 3.1. Downtime percentage is calculated as: Minutes of Downtime / (Daily Guaranteed Availability Minutes X Number of Business Days in Month – Emergency Outage (as defined below) minutes). Credits will be applied to the next billing cycle.

3.4. The total amount credited to Client for any given month under this SaaS Services SLA will not exceed the total Annual Software as a Service fee paid by Client for such month for the affected service. Except in cases of gross negligence, client specifically acknowledges and confirms that under no circumstances whatsoever will CanAm be liable for any incidental, indirect, exemplary, special or consequential damages of any nature or kind, or any loss resulting from business disruption arising from any services

covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that CanAm has been advised of the possibility of such damages.

3.5. Client will not receive any credits under this Agreement in connection with any failure or deficiency of CanAm SaaS Services caused by:

- Scheduled Maintenance – Time allocated for scheduled maintenance outages, Emergency Outages (as defined below), or critical updates of servers and other CanAm equipment will not be considered "down time" as used in the calculation of SaaS Services availability described in Section 3.2 of this SaaS Services SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this SaaS Service SLA. The schedule for regular monthly maintenance windows will be provided to the Client at least 4 weeks prior. Except for emergencies, maintenance outages will be communicated via e-mail to the Client at least 2 business days in advance of any such outage.
- Client Equipment – Client is solely responsible for maintaining all Client equipment not at the SaaS Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the CanAm SaaS Services for the exchange of data.
- Client ISP Provider – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections.
- Internet Outages – CanAm is not responsible for Internet outages (including ISP peering) that may make CanAm SaaS Services appear inaccessible when others can still access it.
- Client Acts or Omissions – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the SaaS Services in breach of the terms and conditions of this SaaS Services SLA.
- Emergency Outage - Unavailability of SaaS due to Can/Am or hosting provider response to critical security vulnerability (such as a "Zero Day Vulnerability") or suspected breach

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Exhibit C: Statement of Work

Overview

This Statement of Work ("SOW") is issued pursuant to the Teller Software as a Service agreement (the "Agreement") between the City of Boynton Beach, FL ("Client") and Can/Am Technologies, Inc ("CanAm"). The SOW describes the scope and pricing of services and hardware for the Teller implementation project.

This Project has a fixed-price cost of **$282,600.00** for professional services, **$32,821.00** for the Kiosk and POS equipment and **$16,025.00** for travel and expenses. SaaS Licensing costs are specified in the Teller SaaS Agreement. Professional Services costs are fixed costs and payable as per the **Payment Milestones** section in this document.

The schedule will be discussed with the Client project team at the Project Kick-off meeting before a final schedule is established and will be contingent on several factors including Client staff availability and resources.

Scope of Work

The implementation project includes project planning, project management and project administration services to execute the Project successfully within the stated timelines and budget. The scope includes the project kickoff, Teller setup/configuration, development/testing of all integrations, standard reporting, training, and UAT/Go-live support. The stated Target Month will be determined by CanAm and the Client and may be adjusted once an approved project timeline is completed. CanAm requires a minimum of 3 months from contract execution to the activities targeted for Month 1, outlined below.
Invoices will be sent once a month for PM services as well as the portion of the project attributable to the month per the schedule below. Note that due to third-party vendor dependencies, activities completed within a given month may vary.

Scope of Services

Target Month	Activity	Description	Acceptance Criteria
PHASE 1			
A.2	Project Pre-Planning	Preliminary planning, team ramp-up, and kickoff scheduling/project alignment.	Kickoff scheduled.
1	Kickoff Meeting, Teller Analysis Workshops,	2 days of onsite or remote configuration analysis, including: • Teller Kickoff meeting with implementation team members	CanAm has completed workshops and shared the resulting initial decision documentation.

	and Configuration	to provide project overview and demonstration of Teller. • Analysis workshops for configuration of Teller software for baseline Teller department. • IT workshop for coordination of deployment, hosting, and IT requirements for equipment. • Project planning.	
2	Interface Workshops	2 days of onsite or remote interface analysis, including: • Workday A/R (Bi-Directional) • Workday Financials • SpryPoint UB (Bi-Directional) • SagesGov Permitting (Bi-Directional) • Vera Mobility (Bi-Directional) • Duncan (Bi-Directional) • Catalis IVR • Meridian Kiosks (UB, Permitting, Parking) • SpryEngage (Payment Import) • Eagle (Payment Import) • Rec Trac (Payment Import) • Wells Fargo ICL • Catalis Merchant Processing	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
2/3	Interface Requirements	Interface specifications for all third-party interfaces including: • Workday A/R (Bi-Directional) • Workday Financials • SpryPoint UB (Bi-Directional) • SagesGov Permitting (Bi-Directional) • Vera Mobility (Bi-Directional) • Duncan (Bi-Directional) • Catalis IVR • Meridian Kiosks (UB, Permitting, Parking) • SpryEngage (Payment Import)	CanAm has delivered finalized Interface Requirements documents based on information gathered with Client on each interface.

		• Eagle (Payment Import) • Rec Trac (Payment Import) • Wells Fargo ICL • Catalis Merchant Processing	
4	Teller Configuration	Completion of initial Teller Configuration and Setup for baseline Department based on Workshops.	CanAm has performed initial Teller configuration available to Client in Test environment and provided the Teller Configuration Spreadsheet and Analysis Decisions Document.
4	Interface Development	Development of new Teller interfaces to: • Catalis IVR	CanAm has demonstrated working integrations in Client Test environment.
4	Interface Configuration	Configuration of Teller interfaces to: • Workday Financials • Workday A/R (Bi-Directional) • Catalis Merchant Processing	CanAm has demonstrated working integrations in Client Test environment.
5	Interface Configuration	Configuration of Teller interfaces to: • SpryPoint (Bi-Directional) • SpryEngage (Payment Import)	CanAm has demonstrated working integrations in Client Test environment.
6	Interface Configuration	Configuration of Teller interfaces to: • Rec Trac (Payment Import) • Eagle (Payment Import) • Wells Fargo ICL	CanAm has demonstrated working integrations in Client Test environment.
7	System Integration Testing	System Integration Testing with Client systems and all interfaces and configuration in place.	CanAm has demonstrated all integrations in Client Test environment.
8	Training	Delivery of final configuration for 2 Departments. Training preparation and 2-days of onsite or remote delivery of setup and training sessions: 1. Teller Usage training (Train the Trainer)	Training sessions completed including remedial sessions as needed.

		2. Teller Administrator training (Train the Trainer) 3. Teller Online Administration Training	
8	UAT	Remote support for Client's User Acceptance Testing. Client-led End-User Training.	CanAm has documented all issues identified and resolved any High or Critical priority issues raised during agreed-upon UAT period.
9	Go Live	Provision Teller Production environment. Provide 2 days of onsite or remote go-live support by a Teller technician. 2-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved. Transition to Teller Client Care for ongoing support.	Teller is utilized in Production by Client for two weeks with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client's satisfaction.
Phase 2			
10	Interface Workshops	2 days of onsite or remote interface analysis, including: • SagesGov Permitting (Bi-Directional) • Vera Mobility (Bi-Directional) • Duncan (Bi-Directional) • Meridian Kiosks (UB, Permitting, Parking)	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
11/12	Interface Requirements	Interface specifications for all third-party interfaces including: • SagesGov Permitting (Bi-Directional) • Vera Mobility (Bi-Directional) • Duncan (Bi-Directional) • Meridian Kiosks (UB, Permitting, Parking)	CanAm has delivered finalized Interface Requirements documents based on information gathered with Client on each interface.

13	Teller Configuration	Completion of initial Teller Configuration and Setup for baseline Department based on Workshops.	CanAm has performed initial Teller configuration available to Client in Test environment and provided the Teller Configuration Spreadsheet and Analysis Decisions Document.
13	Interface Development	Development of new Teller interfaces to: • Vera Mobility (Bi-Directional)	CanAm has demonstrated working integrations in Client Test environment.
14	Interface Development	Development of new Teller interfaces to: • Duncan Parking (Bi-Directional)	CanAm has demonstrated working integrations in Client Test environment.
15	Interface Development	Development of new Teller interfaces to: • SagesGov Permitting (Bi-Directional	CanAm has demonstrated working integrations in Client Test environment.
16	Interface Development	Development of new Teller interfaces to: • Meridian Kiosks (UB, Permitting, Parking, Red Light Citations)	CanAm has demonstrated working integrations in Client Test environment.
17	System Integration Testing	System Integration Testing with Client systems and all interfaces and configuration in place.	CanAm has demonstrated all integrations in Client Test environment.
18	Training	Delivery of final configuration for 4 Departments. Training preparation and 2-days of remote delivery of setup and training sessions: 4. Teller Usage training (Train the Trainer)	Training sessions completed including remedial sessions as needed.
19	Go Live	Provision Teller Production environment. Provide 2 days of onsite or remote go-live support by a Teller technician.	Teller is utilized in Production by Client for two weeks with all in-scope functions operational and any High or Critical

		2-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved. Transition to Teller Client Care for ongoing support.	priority issues resolved in Production to Client's satisfaction.
Monthly	Project Management Monthly	Plan and oversee all aspects of the Teller implementation project to meet the Client's project goals on time and within budget.	Estimated at 19 months. CanAm will provide monthly project status documents to the Client's project manager.

Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly as incurred in each month	$16,025

Payment Milestones

Invoices will be sent once a month for PM services and the portion of the project attributable to the month per the schedule below. Hardware will be billed on separate invoices.

Month	Planned Activities	Notes	Amount
A.1	Contract Execution	25% of services upon contract execution.	$70,650
A.2	Project Pre-Planning	Pre-Planning and Kickoff Alignment.	$0
1	On-site Kickoff Meeting, Teller Analysis Workshops	Services, PM	$11,100
2	Interface Workshops, Interface Requirements	Services, PM	$11,100
3	Interface Requirements	Services, PM	$11,100
4	Teller Configuration, Interface Development, Interface Configuration	Services, PM	$11,100

5	Interface Configuration	Services, PM	$11,100
6	Interface Configuration	Services, PM	$11,100
7	Teller Online Configuration, System Integration Testing,	Services, PM	$11,100
8	Training, UAT	Services, PM	$11,100
9	Go Live	Services, PM	$11,100
10	Interface Workshops, Interface Requirements	Services, PM	$11,100
11	Interface Requirements	Services, PM	$11,100
12	Interface Requirements	Services, PM	$11,100
13	Teller Configuration, Interface Development	Services, PM	$11,100
14	Interface Development	Services, PM	$11,100
15	Interface Development	Services, PM	$11,100
16	Interface Development	Services, PM	$11,100
17	System Integration Testing,	Services, PM	$11,100
18	Training, UAT	Services, PM	$11,100
19	Go Live	Services, PM	$12,150
			$282,600

Pricing Terms

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All invoices are based on Net 30 payment terms.

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Hardware Options

Equipment prices are provided based on current rates, and subject to change due to changing hardware costs.

City of Boynton Beach, FL					
Equipment Calculations					
Item/Component	Model/Description	Unit Price	Quantity	*Extended Price*	
Receipt Printer	Epson TM-M30III/USB/Thermal Printer	$312	2	$624	
Check Scanner - single check	Digital Check CheXpress CX30-IJ	$523	2	$1,046	
Check Scanner - bulk scanning	Digital Check TS 240	$1,175	1	$1,175	
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable	$406	2	$812	
Credit/Debit Device	Ingenico Lane 7000 USB credit/debit PINPad with cables	$786	2	$1,572	
Cash Counter	Cassida Zeus Cash Counter	$2,912	0	$0	
Meridian Kiosk	Indoor Lobby Kiosk	$27,592	1	$27,592	
Total Equipment			9	$32,821	

Assumptions

- All deliverables are provided on a Fixed Price basis.
- 25% of services are billed upon contract signing.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- Usage training is on a "train the trainer" basis, designed to enable the Client's key users to train existing and future staff on Teller. It is assumed that Can/Am will provide one set of training with key Client staff and trainers, who will perform end-user training for each area.
- Statement of Work is based on the assumption of a single Teller implementation cycle.
- Configuration milestones assume CanAm will implement/assist in implementation of six (6) departments. Any additional departments will be configured by Client or will be additions to scope.
- Bi-Directional interfaces scoped within Interface Configuration Activities assume the usage of pre-existing Teller integration capabilities with the specified systems/solutions. Any new functionality requests/requirements will be evaluated and may constitute additions to scope.
- Online Payment and Credit Processing functionality assumes that Client will contract with Catalis a single Teller-integrated credit/e-pay provider for electronic payment processing and online bill payment.
- Image Cash Letter integration is based on an interface to Wells Fargo and assumes that the Bank will cooperate in testing and approval for ICL submission from Client's Teller system.
- The CanAm Project Manager will coordinate the project with the Client, in conjunction with the project team implementing the Workday solution.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document are estimated and will be billed based on actual travel costs per the Can/Am Travel Policy. Public health concerns may require a combination of remote and on-site implementation.

Client Responsibilities

- Provide available current cashiering process documentation, including copies of any forms or receipts used.
- Provide mandatory cash management controls required.
- Provide list of items for sale with applicable price & account strings.
- Identify and provide subject matter experts to collaborate with CanAm.
- Attend analysis, demonstration, and training sessions.

- Create user acceptance testing scenarios and plans.
- Provide training to end users prior to go live.
- Acquire and set up all POS hardware and Credit Terminals (Through CanAm if desired).
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.
- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and/or example files as well as a dev/test environment suitable for development of the interfaces. Where a test environment is not available, Client will provide a technical resource that will provide sample input data and validation of all output batch files.

UAT and Change Management

UAT Acceptance

The process of UAT acceptance allows the project teams and other project stakeholders to confidently move the project forward to Go Live knowing that key deliverables have been completed to the satisfaction of both parties.

Upon completion of all deliverables and delivery of the complete system into the Client Testing Environment, Client will conduct User Acceptance Testing based on test plans that the Client develops. CanAm will support Client in this process.

Within 2 weeks of start of testing, Client will deliver to CanAm a list of all issues the High or Critical of which must be resolved prior to go live, if any. Once the issues have been resolved, Client will test and either approve for Go Live or provide an additional list of items to resolve. This process will be documented with an Issues Log to enable tracking of issues and approval of results.

Change Requests

Scope management is a joint responsibility of the CanAm Project Manager and the Client Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success of the project.

The change control process is initiated when CanAm and/or Client determine that a change is required to the current **scope** or **schedule** baseline at the time the change is identified. Changes to the project scope, schedule and costs will be documented and agreed to using Change Request forms executed by the Client Project Manager and the CanAm Project Manager.

Warranty

1. CanAm represents and warrants that:
    a. it will perform the Services in a professional manner. This includes taking in good faith all reasonable measures to achieve the results described in the Statement of Work;
    b. the Deliverables created by CanAm in connection with this Agreement will conform to the terms and specifications provided herein;
    c. it will not unreasonably delay deliverables beyond the estimated completion months set forth above, and it will immediately inform Client of any delays;
    d. it has the full power and authority to enter into this Agreement, to carry out the obligations under this Agreement and to grant to Client the rights granted hereunder.
2. Unless otherwise directed by Client, CanAm will commence the Services at the time specified in the Statement of Work or as otherwise agreed by the Parties. Unless otherwise specified by Client, the Services will continue without interruption, and the Services will be completed, and the Deliverables will be provided within the time specified. Notwithstanding the foregoing, Client acknowledges that CanAm's performance of this Agreement is dependent in part on Client's actions and that any dates or time periods relevant to the performance of this Agreement by CanAm will be appropriately extended to account for any delays caused by Client's actions or omissions or failure to perform any of its obligations pursuant to this Agreement.
3. CanAm warrants the Services provided under this Agreement for a period of ninety (90) days after go-live.

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ADDENDUM

ADDITIONAL TERMS

The terms of this Addendum govern and control the Teller Software as a Service Agreement (the "Agreement") between Can/Am Technologies, Inc. ("CanAm") and the City of Boynton Beach (the "City"). If there is any conflict between the Agreement and this Addendum, this Addendum shall control.

PUBLIC RECORDS. The City is a public agency subject to Chapter 119, Florida Statutes. CanAm shall comply with Florida's Public Records Law. Specifically, CanAm 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, CanAm shall destroy all copies of such confidential and exempt records remaining in its possession once CanAm transfers the records in its possession to the City; and

D. Upon completion of the contract, CanAm shall transfer to the City, at no cost to the City, all public records in CanAm's possession All records stored electronically by CanAm must be provided to the City, upon request from the City's custodian of public records, in a mutually agreed format.

E. The foregoing obligation shall not apply to Confidential Information that: (i) a Party deems necessary to retain to comply with applicable laws and regulations; and (ii) exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

F. **IF CAN/AM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CANAM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK

100 E. OCEAN AVE.

BOYNTON BEACH, FL, 33435

561-742-6060

CITYCLERK@BBFL.US

CONFIDENTIALITY. If the Agreement contains any confidentiality obligations, any such provisions are subject to Chapter 119, Florida Statutes mandates. The Agreement and any information provided by CanAm to the City may fall within the disclosure requirements of Chapter 119, Fla. Stat. CanAm must clearly label and mark each page or section of any tangible documents (excluding internet-based Confidential Information) provided to the City in connection with the Agreement that it considers proprietary information or otherwise confidential or exempt from Chapter 119, Fla. Stat. If the City receives a public records request regarding CanAm's Confidential Information, it will notify CanAm in writing or electronically. If CanAm continues to assert in good faith that the information is confidential or exempt from disclosure pursuant to Chapter 119, Fla Stat., then CanAm shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for the City to defend or justify CanAm's position. CanAm shall indemnify and hold harmless the City for any award, damages, fines, fees, penalties, or impositions of whatsoever nature or kind and all costs and fees, including attorney's fees incurred by the City in connection with this section. Any requirements in the Agreement that require the City to destroy Confidential Information upon termination of the Agreement are hereby deemed null and void.

TERMINATION FOR CONVENIENCE. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice, in which event CanAm shall be compensated for Goods provided and Services performed through the termination date.

DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN. CanAm 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. CanAm 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. CanAm represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

VERIFICATION OF EMPLOYMENT ELIGIBILITY. CanAm represents that CanAm 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 CanAm violates this section, City may immediately terminate this Agreement for cause, and CanAm shall be liable for all costs incurred by City due to the termination.

PUBLIC ENTITY CRIMES ACT. CanAm 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. CanAm 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 CanAm has been placed on the convicted vendor list.

ENTITIES OF FOREIGN CONCERN. This section shall apply if CanAm or any subcontracor will have access to an individual's personal identifying information under this Agreement. Accordingly, CanAm represents and certifies: (i) CanAm 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 CanAm; and (iii) CanAm 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 or the date that CanAm or its subcontractor will have access to personal identifying information under this Agreement, CanAm and any subCanAm 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. 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.

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

INVOICES AND PAYMENT. Payments of any fees due to CanAm for services shall be conditioned on receipt of a proper invoice. Payment will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

VENUE, WAIVER OF JURY TRIAL. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

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.

Second Amendment to Services Agreement 3.30.26Final2

Final Audit Report 2026-04-10

Created:	2026-04-10
By:	Shane Kozuch (shane.kozuch@ironbrick.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq49tCqVRQTxVBpMaPAExbVo38QgzzEpQ

"Second Amendment to Services Agreement 3.30.26Final2" History

Document created by Shane Kozuch (shane.kozuch@ironbrick.com)
2026-04-10 - 4:06:24 PM GMT

Document emailed to Zebulon Mellett (zebulon.mellett@ironbrick.com) for signature
2026-04-10 - 4:07:14 PM GMT

Email viewed by Zebulon Mellett (zebulon.mellett@ironbrick.com)
2026-04-10 - 4:13:21 PM GMT

Document e-signed by Zebulon Mellett (zebulon.mellett@ironbrick.com)
Signature Date: 2026-04-10 - 4:13:53 PM GMT - Time Source: server

Agreement completed.
2026-04-10 - 4:13:53 PM GMT

Description	Quantity	Can/Am Commercial List Unit Price - Monthly	Can/Am Commercial List Price - Monthly	OMNIA Unit Price - Monthly	OMNIA Price - Monthly	OMNIA SAVINGS
Software as a Service						
Teller Standard License	1	$2,950.00	$2,950.00	$2,878.00	$2,878.00	
Teller Standard License Additional Named Users	15	$60.00	$900.00	$59.00	$885.00	
Business System Interfaces	6	$285.00	$1,710.00	$275.00	$1,650.00	
End of Day Payment Import Interfaces	4	$175.00	$700.00	$166.00	$664.00	
Image Cash Letter/Check Recongnition License	1	$340.00	$340.00	$332.00	$332.00	
Check Validation Service	1	$170.00	$170.00	$166.00	$166.00	
Software as a Service - Year 1 Cost			**$81,240.00**		**$78,900.00**	**$2,340.00**
Description	**Number of Hours**	**Can/Am Commercial List Unit Price - Monthly**	**Can/Am Commercial List Price - Monthly**	**OMNIA Unit Price - Monthly**	**OMNIA Price - Monthly**	**OMNIA SAVINGS**
Other Direct Costs						
Professional Services	1256	$230.00	$288,880.00	$225.00	$282,600.00	
Hardware(Kiosk and POS Equipment)			$37,500.00		$32,821.00	
Travel Costs(Estimated, 4 trips)			$16,025.00		$16,025.00	
Other Direct Costs - Year 1 Cost			**$342,405.00**		**$331,446.00**	**$10,959.00**
Summary						
Total Year 1 Cost			**$423,645.00**		**$410,346.00**	**$13,299.00**
TOTAL 5 Year Cost (3% YOY Uplift for SaaS)			**$782,430.00**		**$750,337.00**	**$32,093.00**

BUSINESS CASE & ROI ANALYSIS

Merchant Services Consolidation

Consolidating 24 Processors · Unifying the Resident Experience

PREPARED FOR

Mayor and City Commission

PROJECTED SAVINGS

$1.8M – $4M Annually

EXECUTIVE SUMMARY

The City currently operates 24 separate merchant processors, each with its own contract, fees, and payment experience.

STRATEGIC OBJECTIVE

- Consolidate all merchant processors to as few as possible.
- Establish Catalis Services as the primary processor for lower rates and a modernized platform.
- Deploy Teller Cashiering as the City's single payment operations hub.
- All systems integrate into our new ERP System, Workday.

CITY OF BOYNTON BEACH

CURRENT STATE: THE COST OF 24 PROCESSORS

24 Separate Contracts

No consolidated negotiating leverage — the City pays retail rates across the board

No Unified View

Finance cannot see City-wide revenue without manually reconciling 24 merchant reports

Manual Reconciliation

Staff spend significant time daily matching records across disconnected systems

Disparate Workflows

Every department has a different process for accepting payments and training staff

Inconsistent Fees

Residents pay different amounts through different channels for the same transaction

Longer Wait Times

Staff navigate multiple systems per transaction, slowing counter service

Data Siloes

No single system of record — audit readiness difficult, financial reporting slow

Fragmented Portals

Residents must navigate unfamiliar workflows from one payment type to another

CITY OF BOYNTON BEACH

KEY OPPORTUNITY METRICS

24 → 5

Processors Consolidated

$1.8M–$4M

Projected Annual Savings

30–50%

Reduction in Processing Fees

30%+

Staff Time Saved on Reconciliation

< 8-12 mo.

Estimated Payback Period

1 Platform

Teller as City Payment Hub

100%

Departments on Unified Workflow

< 3 min

Target Resident Wait Time

CITY OF BOYNTON BEACH

PROJECTED SAVINGS BREAKDOWN

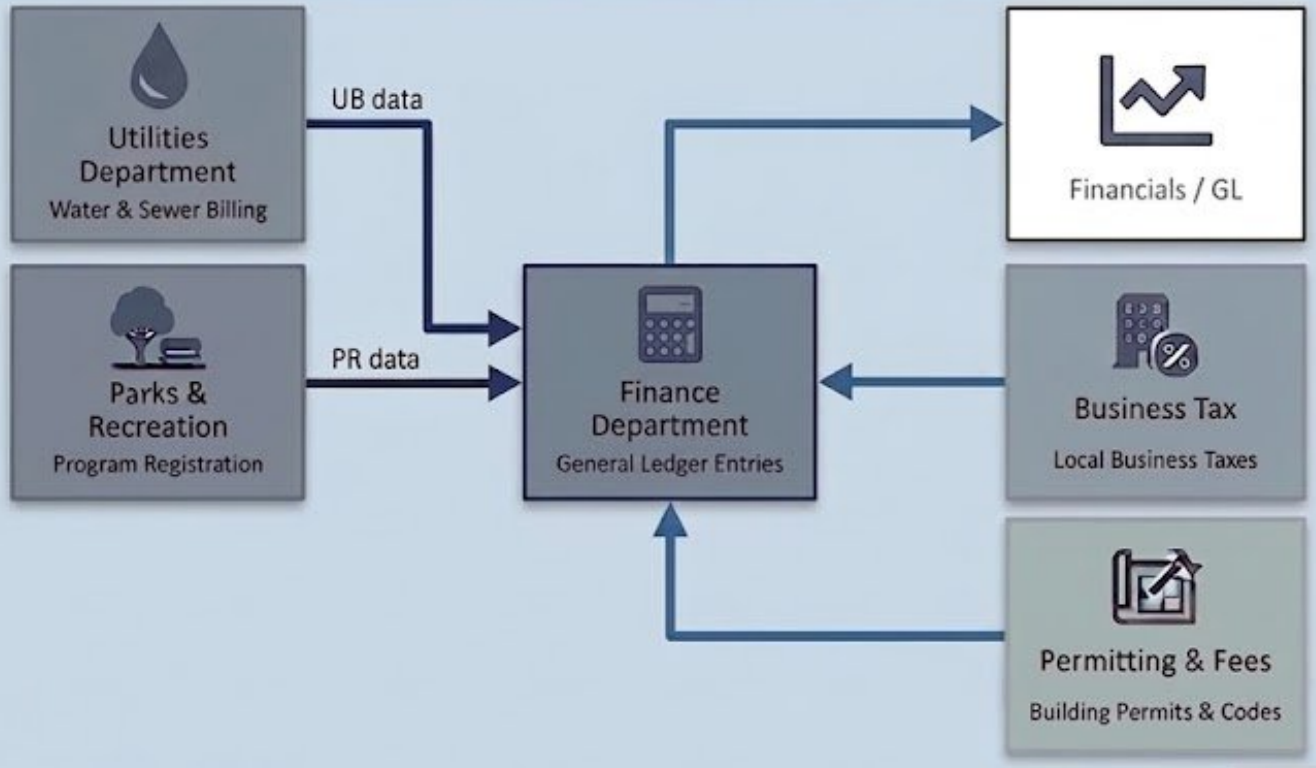
Estimated Savings Realized within 8–12 months post-implementation

Savings Category	Low Estimate	High Estimate	Notes
Processor consolida?on & rate reduc?on (24 → 5)	$ 700,000	$ 1,400,000	Catalis volume pricing replaces 24 retail rate schedules
Vendor contract & license consolidation	$ 300,000	$ 600,000	Elimination of redundant platform fees and licenses
Staff productivity & workflow standardization	$ 400,000	$ 900,000	Unified workflow reduces transaction time and manual steps
IT infrastructure & integration savings	$ 250,000	$ 600,000	Single integration point vs. 24 separate connections
Error reduction & chargeback management	$ 100,000	$ 300,000	Automated reconciliation in Teller reduces discrepancies
Training & onboarding efficiencies	$ 100,000	$ 200,000	One platform, one training curriculum across all departments
TOTAL ESTIMATED SAVINGS	$ 1,850,000	$ 4,000,000	

CITY OF BOYNTON BEACH

EXISTING PAYMENT FLOW

Teller | Catalis Cloud | SpryPoint

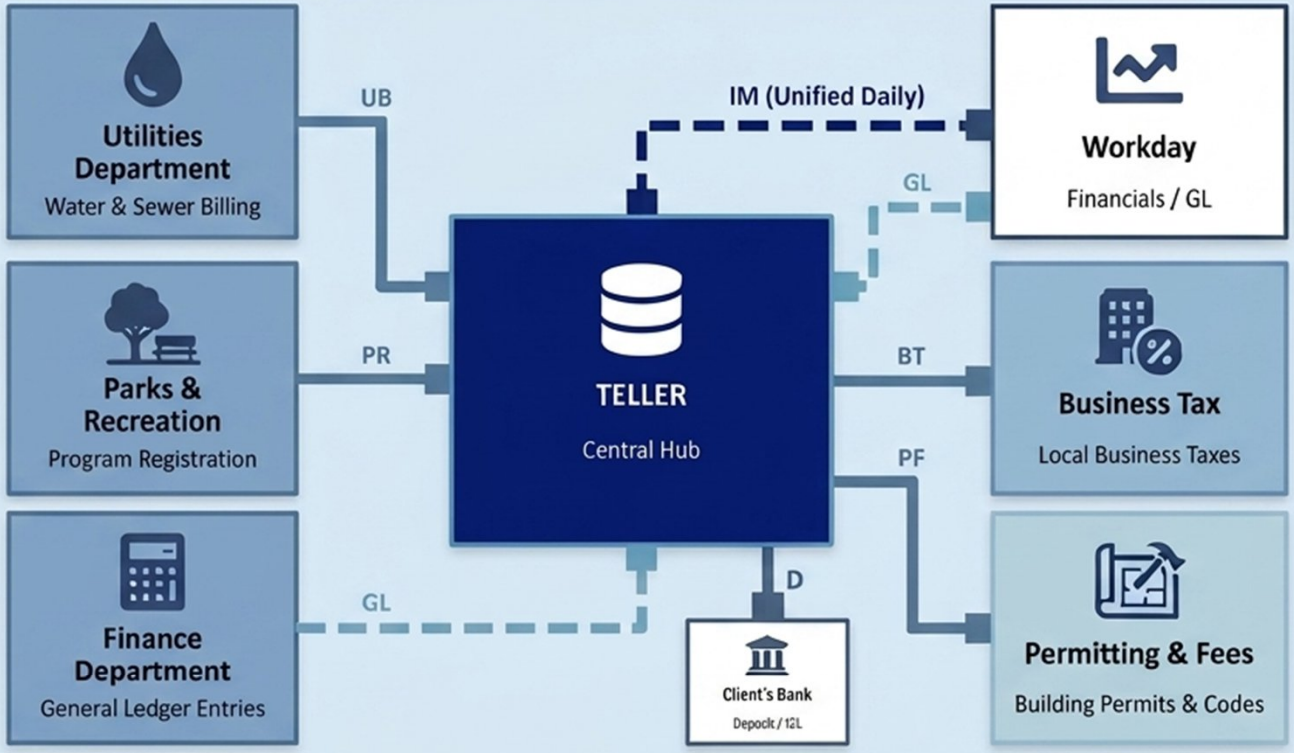


CITY OF BOYNTON BEACH | EXISTING PAYMENT FLOW REQUIREMENT

– All departmental financial data must currently be processed and validated through the Finance Department's team.

UNIFIED PAYMENT HUB CONCEPT

Teller | Catalis Cloud | SpryPoint



CITY OF BOYNTON BEACH | *Teller acts as the unified, central consalidation point for all departmental payments — in-person, online, ond over-the-counter. Streamlined reconciliation with a single dally Workday entry.*

PROCUREMENT METHODOLOGY

Amendment No. 2 to the Iron and Associates Contract

Contract No.
159124

LEVERAGED CONTRACT

Cloud Solutions for HR, Finance, and Planning

Awarded Through
OMNIA Partners

Originating Entity
Region 14 ESC

Exemption Type
Piggyback Exemption of the Procurement Policy

Saves Time
Avoids the time and expense of issuing a separate City solicitation — procurement is ready to execute.

Pre-Vetted Vendor
Gains access to a competitively solicited, already-vetted vendor through a nationally recognized cooperative.

Favorable Pricing
Secures pricing negotiated at scale — delivering greater value to Boynton Beach taxpayers.

By leveraging a competitively solicited agreement already in place, the City streamlines procurement and delivers greater value to Boynton Beach taxpayers.

CITY OF BOYNTON BEACH

IMPROVING THE RESIDENT EXPERIENCE

Today, residents encounter a different payment process every time they interact with a City department: different interfaces, different fee disclosures, different wait times. This inconsistency erodes trust and increases transaction abandonment.

One Consistent Experience

Residents interact with the same familiar, guided payment interface across every City service — no more guessing which portal to use.

Shorter Wait Times

A standardized single-system workflow means staff complete transactions faster with fewer errors — residents spend less time waiting.

Standardized Workflow

Every payment follows the same structured process: lookup, confirm, collect, receipt. Staff know what to do. Residents know what to expect.

Transparent, Predictable Fees

Standardized convenience fees across all departments mean residents are never surprised by inconsistent charges. One fee framework, City-wide.

Pay Anytime, Anywhere

Online, mobile, IVR, kiosk, or in-person — residents choose how and when they pay. Expanded channels reduce the need to visit City hall.

Instant Confirmations

Real-time confirmation across channels — email receipts, printed receipts, and online payment history — gives residents immediate peace of mind.

CITY OF BOYNTON BEACH

WHAT'S THE INVESTMENT?

SaaS = Software as a Service

Amendment No. 2

YEAR 1

$78,900

SaaS

$331,446

Hardware
+ Implementation – Capitalized

ANNUAL SaaS FEES — YEARS 2–5

Year 2	$81,267
Year 3	$83,705
Year 4	$86,216
Year 5	$88,803
FIVE-YEAR MONTHLY SaaS COST TO THE CITY	**<$7K**

TOTAL CONTRACTED

$750,337

5-Year Amount

STAFF NEGOTIATED

$90K

in additional savings
from the original piggyback price

CITY OF BOYNTON BEACH

RECOMMENDATION

The path forward is clear.

The City currently pays more than it should, waits longer than it needs to, and sees less than it deserves — because 24 merchant processors operate in isolation without a common operational layer.

By consolidating to Catalis Merchant Services as the primary processor and deploying Teller Cashiering as the City's unified payment hub, City leadership gains a complete real-time view of all revenue, residents gain a consistent and faster payment experience, and the City realizes $1.8M–$4M in annual savings — while reducing operational complexity from 24 moving parts to five.

RECOMMENDED NEXT STEP

Staff recommends the City Commission approve Amendment No. 2 to the Iron Brick Associates, LLC services agreement, authorizing Teller Cashiering Technologies Inc. as the POS software provider for the Workday ERP Project at a total cost of $750,337.00 — securing a five-year SaaS solution and professional services through the City's Procurement Policy piggyback exemption.

CITY OF BOYNTON BEACH

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Ordinance No. 26-012- Second Reading, An ordinance of the City of Boynton Beach, Florida, creating Article XV, "Abatement of Nuisances," of Chapter 15 of the City Code; establishing a public nuisance abatement process; providing for definitions, procedures, hearings before a special magistrate, emergency abatement, enforcement, penalties, and liens; providing for authority consistent with Chapter 166 and section 893.138, Florida Statutes; providing for codification, conflicts, severability, and an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 26-012.

Explanation of Request:

This ordinance creates Article XV, “Abatement of Nuisances,” within Chapter 15 of the City Code to establish a local administrative process for addressing properties used for recurring criminal activity that constitute a public nuisance. The ordinance authorizes the City to initiate nuisance abatement proceedings and provides procedures for notice, hearings before a special magistrate, enforcement orders, penalties, and other remedies intended to abate nuisance conditions.

Section 893.138, Florida Statutes, authorizes municipalities to enact procedures to abate public nuisances associated with certain criminal activities occurring at a place or premises, including unlawful drug activity, prostitution, criminal gang activity, and other specified offenses. The ordinance implements that statutory authority and provides a structured process for investigating complaints, providing notice to property owners and operators, and conducting hearings to determine whether a public nuisance exists.

If adopted, the ordinance will provide the City with an additional enforcement tool to address properties that repeatedly generate criminal activity and negatively affect surrounding neighborhoods and the public health, safety, and welfare of City residents.

How will this affect city programs or services?

This ordinance establishes a formal administrative process for the investigation and abatement of public nuisance properties within the City. Implementation will primarily involve coordination among the City Attorney's Office, the Boynton Beach Police Department, and the Code Enforcement Department. These departments may investigate complaints, document nuisance activity, and present evidence at hearings before the Special Magistrate.

The ordinance provides an additional enforcement mechanism to address properties associated with recurring criminal activity. By creating a structured process for nuisance abatement, the City will have a more efficient method to address problem properties that negatively impact surrounding neighborhoods. Any additional administrative workload associated with hearings or enforcement is expected to be manageable within existing departmental operations.

Account Line Item and Description: Not Applicable

Fiscal Impact: There is no anticipated significant fiscal impact associated with the adoption of this ordinance. The administrative procedures established by the ordinance will be implemented using existing City staff and resources. To the extent the City incurs costs related to investigations, enforcement, hearings before the Special Magistrate, or nuisance abatement actions, the ordinance authorizes the assessment of administrative fees and fines, and the recovery of abatement costs, where permitted by law.

Attachments:
Ord. 26-012 Nuisance_Abatement_Ordinance.docx
Abaitement comparison (003) (002).docx

ORDINANCE NO. 26-012

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, CREATING ARTICLE XV, "ABATEMENT OF NUISANCES," OF CHAPTER 15 OF THE CITY CODE; ESTABLISHING A PUBLIC NUISANCE ABATEMENT PROCESS; PROVIDING FOR DEFINITIONS, PROCEDURES, HEARINGS BEFORE A SPECIAL MAGISTRATE, EMERGENCY ABATEMENT, ENFORCEMENT, PENALTIES, AND LIENS; PROVIDING FOR AUTHORITY CONSISTENT WITH CHAPTER 166 AND SECTION 893.138, FLORIDA STATUTES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida ("City"), pursuant to its home rule authority under Chapter 166, Florida Statutes, has the authority to enact ordinances necessary to protect the public health, safety, and welfare of its residents; and

WHEREAS, section 893.138, Florida Statutes, authorizes municipalities to enact procedures to abate public nuisances occurring at places or premises used for certain criminal activities, including unlawful drug activity, prostitution, criminal gang activity, and other specified offenses; and

WHEREAS, properties used for repeated criminal activity constitute public nuisances that threaten the health, safety, and welfare of the community and may adversely affect surrounding neighborhoods, property values, and the quality of life of City residents; and

WHEREAS, the City Commission finds it necessary and appropriate to establish procedures to investigate complaints of public nuisance activity, provide notice to property owners and operators, and conduct hearings before a special magistrate to determine whether a public nuisance exists; and

CODING: Words in ~~strike through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

WHEREAS, the City Commission further finds that authorizing a special magistrate to issue orders prohibiting the maintenance or continuation of a public nuisance will promote the prompt abatement of nuisance activity while ensuring due process for affected property owners and operators; and

WHEREAS, the City Commission intends that the nuisance abatement procedures established herein operate in addition to, and not in limitation of, other remedies available under Florida law, including those provided in sections 60.05 and 893.138, Florida Statutes.

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

Section 1. The foregoing "Whereas" clauses are true and correct and are hereby ratified and confirmed and incorporated herein by this reference.

Section 2. Chapter 15 of the Code of Ordinances of the City of Boynton Beach, Florida, is hereby amended by creating Article XV, "Abatement of Nuisances," to read as follows:

ARTICLE XV – ABATEMENT OF NUISANCES

Section 15-150. Creation; intent; applicability; jurisdiction.

(a) Pursuant to Chapter 166 and section 893.138, Florida Statutes, the City establishes a public nuisance abatement process and designates a special magistrate to hear public nuisance complaints.

(b) The intent of this article is to promote, protect, and improve the public health, safety, and welfare of the citizens of the City by providing an equitable, expeditious, and effective method to abate public nuisances.

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(c) The special magistrate is authorized to conduct hearings, assess fines against property owners, and issue orders having the force of law, in accordance with this article and the authority granted by Chapter 166 and section 893.138, Florida Statutes.

(d) The jurisdiction of the public nuisance abatement special magistrate is not exclusive.

(e) Nothing in this article is intended to restrict the right of any person or the City to proceed under section 60.05, Florida Statutes, or any other lawful process, to seek an injunction against a public nuisance.

Section 15-151. Definitions.

The following words, terms, and phrases, when used in this article, have the meanings set forth below, unless the context clearly indicates otherwise:

Controlled substance means any controlled substance identified in section 893.03, Florida Statutes; any substance sold in lieu of a controlled substance in violation of section 817.563, Florida Statutes; or any imitation controlled substance as defined in section 817.564, Florida Statutes.

Operator means a tenant, lessee, occupant, manager, or any other person or entity having possession, charge, care, or control of a place or premises.

Public nuisance, as defined in section 893.138, Florida Statutes, includes:

(1) Any place or premises within the City that has been used:
a. On more than two occasions within a six-month period as the site of a violation of section 796.07, Florida Statutes;
b. On more than two occasions within a six-month period as the site of the unlawful sale, delivery, manufacture, or cultivation of a controlled substance;
c. On one occasion, as the site of unlawful possession of a controlled substance constituting a felony, when the premises have previously been used on more than one occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of a controlled substance;
d. By a criminal gang for the purpose of conducting criminal gang activity as defined in section 874.03, Florida Statutes; or
e. On more than two occasions within a six-month period, as the site of a violation of section 812.019, Florida Statutes.
(2) Any pain management clinic within the City, as described in sections 458.3265 or 459.0137, Florida Statutes, that has been used on more than two occasions within a six-month period as the site of a violation of:

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a. Sections 784.011, 784.021, 784.03, or 784.045, Florida Statutes;
b. Section 810.02, Florida Statutes;
c. Section 812.014, Florida Statutes;
d. Section 812.131, Florida Statutes; or
e. Section 893.13, Florida Statutes.

(3) Any place or premises within the City that exhibits a pattern of nuisance activity as defined in Article VIII of the Chronic Nuisance Property Code, as amended.

Special magistrate means a licensed attorney in good standing with The Florida Bar who is retained by the City and authorized to conduct code enforcement or other public hearings on behalf of the City.

Section 15-152. Initiation of procedures.

(a) A complaint alleging the existence of a public nuisance may be initiated by any City employee, City officer, law enforcement officer, code enforcement officer, or resident of the City. Such complaint may be submitted to the City Attorney or designee.

(b) A complaint may also be initiated based upon reports, investigations, or other information obtained by the Boynton Beach Police Department, Code Compliance Division, or any other City department.

(c) The filing or receipt of a complaint does not require the City to initiate enforcement proceedings. The determination whether to proceed with a public nuisance action rests solely within the discretion of the City Attorney or designee.

(d) The City Attorney or designee shall review the complaint or other information to determine whether substantial, competent evidence supports a finding that criminal activity constituting a public nuisance is occurring at the subject premises.

(e) If such evidence exists, the City Attorney or designee shall provide written notice to the owner or owners of the premises summarizing the complaint and the evidence and shall afford a reasonable opportunity to abate the nuisance.

(f) If the public nuisance activity continues after notice, the City Attorney or designee may schedule a hearing before the special magistrate.

(g) Notice of hearing shall be provided in the manner authorized by section 162.12, Florida Statutes, including but not limited to certified mail, return receipt requested, hand delivery, or

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posting of the property where authorized by law, and shall include the disclosures required by section 286.0105, Florida Statutes.

Section 15-153. Conduct of hearings.

(a) The special magistrate may adopt procedural rules necessary for the conduct of hearings. Hearings shall be open to the public, testimony shall be taken under oath, and minutes shall be maintained.

(b) Formal rules of evidence do not apply; however, fundamental due process shall govern. Evidence commonly relied upon by reasonably prudent persons is admissible.

(c) The City and the owner or operator of the premises may:

(1) Present evidence;

(2) Call and examine witnesses;

(3) Cross-examine opposing witnesses;

(4) Submit rebuttal evidence;

(5) Impeach witnesses; and

(6) Be represented by counsel.

(d) The City bears the initial burden of proof. The special magistrate shall determine whether a public nuisance exists based upon competent, substantial evidence presented at the hearing, and findings shall be established by a preponderance of the evidence.

(e) At the conclusion of the hearing, the special magistrate shall issue written findings of fact and conclusions of law. The written order shall constitute final administrative action of the City unless appealed as provided herein.

(f) Upon a finding that a public nuisance exists, the special magistrate may issue orders prohibiting the maintenance or continuation of the nuisance. Orders may be directed to the owner, operator, or any person in control of the premises.

Section 15-154. Emergency abatement.

(a) When the City Manager or designee determines that a public nuisance exists which presents an immediate and substantial threat to the public health, safety, or welfare, the City may take summary action reasonably necessary to abate the nuisance without prior notice or hearing.

(b) Emergency abatement actions may include closure of the premises, securing of the property, removal of hazardous conditions, or other measures necessary to eliminate the immediate threat.

(c) As soon as practicable after emergency action is taken, the City shall provide written notice and afford an opportunity for a hearing before the special magistrate.

(d) The City may recover reasonable costs incurred in connection with emergency abatement.

Section 15-155. Enforcement.

(a) Failure to comply with an order issued under this article may result in the imposition of daily fines as authorized herein.

(b) Orders may be recorded and enforced as liens in accordance with law.

(c) No lien may be foreclosed against homestead property protected by Article X, section 4 of the Florida Constitution.

Section 15-156. Appeal.

(a) Any aggrieved party may appeal a final order of the special magistrate to the circuit court within thirty days.

(b) The filing of an appeal does not operate as an automatic stay of enforcement or the accrual of fines unless a stay is granted by the circuit court or the special magistrate upon good cause and reasonable conditions.

Section 15-157. Penalties.

(a) The special magistrate may impose a fine not to exceed two hundred fifty dollars ($250.00) per day for an initial public nuisance.

(b) The special magistrate may impose a fine not to exceed five hundred dollars ($500.00) per day for a repeat public nuisance.

(c) The special magistrate may retain continuing jurisdiction over the premises for a period not to exceed one year.

(d) Fines imposed under this article are punitive in nature. Costs and administrative fees are compensatory.

(e) The total fines imposed in any single public nuisance case shall not exceed fifteen thousand dollars ($15,000.00).

(f) Boarding and securing of premises. Upon a finding that a public nuisance exists, or upon a finding of non-compliance with an order entered under this article, the Special Magistrate may order the boarding, securing, or closure of all or part of the premises as reasonably necessary to

abate the public nuisance. Except in cases of emergency as provided in section 15-154, no order authorizing boarding or securing shall be entered without notice and an opportunity to be heard. The City may recover all reasonable costs incurred in boarding or securing the premises, including contractor and administrative costs, which may be recorded as a lien against the property and enforced in the same manner as other liens authorized under this article.

Section 15-158. Administrative fees.

(a) The City Commission may adopt by resolution a schedule of reasonable administrative fees associated with the investigation, inspection, hearing, enforcement, and emergency abatement of public nuisances.

(b) Administrative fees may be amended from time to time by resolution.

(c) Administrative fees assessed under this section are intended solely to reimburse the City for actual expenses incurred.

Section 15-159. Authority to foreclose liens.

The City Attorney is authorized to institute foreclosure proceedings to foreclose any lien imposed under this article and to recover reasonable costs and attorney fees. Homestead property is exempt.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. It is the intention of the City Commission of the City of Boynton Beach, Florida, that the provisions of this Ordinance creating Article XV, "Abatement of Nuisances," of Chapter 15 shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida. The City Clerk is hereby directed, upon adoption of this Ordinance and its effective

date, to transmit this Ordinance to the City's codification service for incorporation into the Code of Ordinances of the City of Boynton Beach as Article XV of Chapter 15. The sections of this Ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section," "Article," or such other appropriate word or phrase by the codifier as necessary to accomplish the intention of the City Commission that this Ordinance be fully integrated into the Code of Ordinances.

Section 6. This Ordinance shall become effective immediately upon adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

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
Interim City Clerk

(Corporate Seal)

_____

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____

Shawna G. Lamb
City Attorney

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PUBLIC SAFETY INTEROFFICE MEMORANDUM

To: City Commission
From: John Bonafair, Director of Public Safety
Date: April 8, 2026
Subject: Comparison of Chronic Nuisance and Nuisance Abatement Ordinances

This memorandum provides a comparison of the City's two nuisance-related ordinances, Article VIII (Chronic Nuisance) and Article XV (Nuisance Abatement), to clarify how each function and when each is appropriately applied. These ordinances are complementary tools designed to address different types of property-related issues affecting public safety and quality of life.

Overview of Approach

Article VIII (Chronic Nuisance) – Management-Based Tool

- Designed to address properties generating a high volume of calls for service or recurring quality-of-life issues (i.e., noise complaints).
- Focuses on collaboration with property owners through a Corrective Action Plan.
- Encourages voluntary compliance and provides structured guidance to stabilize properties.
- May involve direct City intervention to remediate conditions, when necessary, with costs assessed to the property owner.

Article XV (Nuisance Abatement) – Formal Legal Process

- Applies to properties associated with specific, qualifying criminal activity as defined by state law (i.e., drug sales, prostitution).
- Utilizes a formal process, including notice and hearing before a Special Magistrate.
- Focuses on abating documented criminal activity and ensuring compliance through enforceable legal orders.
- Places primary responsibility on the property owner to correct conditions, reducing the need for direct City intervention.

Key Distinctions

Category	Article VIII (Chronic Nuisance)	Article XV (Nuisance Abatement)
Primary Focus	High volume of service calls; quality-of-life issues	Documented criminal activity tied to a property
Approach	Collaborative, management-based	Formal, enforcement-based
Trigger Threshold	Pattern of calls such as multiple calls within 30 days or 6 months (3 in 30 days or 7 in 6 months)	Repeat qualifying criminal activity within defined statutory parameters (2 in 6 months)
First Step	Corrective Action Plan and agreement with owner	Formal notice and legal review
Enforcement Model	May include City-performed remediation with cost recovery	Owner-driven compliance through Special Magistrate orders
Cost Structure	City to perform remediation and then recover costs	Owner compliance first, with enforcement tools if they fail
Owner Role	Partner in resolving issues	Subject to legal compliance requirements

Category	Article VIII (Chronic Nuisance)	Article XV (Nuisance Abatement)
Ultimate Goal	Long-term stabilization of property	Abatement of ongoing criminal activity

Illustrative Examples

Article VIII (Chronic Nuisance):

A property generates frequent calls for service related to disturbances, noise, or disorderly conduct. The City works with the owner to implement a corrective action plan, such as increased oversight or property management changes, to reduce recurring issues.

Article XV (Nuisance Abatement):

A property is the site of repeated, documented criminal activity, such as multiple drug-related arrests within a defined period. After notice and continued activity, the City initiates a formal nuisance abatement proceeding before a Special Magistrate to require immediate corrective action.

Conclusion

Both ordinances serve important but distinct roles. Article VIII provides a collaborative, management-based approach for stabilizing properties with recurring issues, while Article XV establishes a formal legal mechanism to address properties involved in serious, repeated criminal activity.

These tools are designed to work together, allowing the City to tailor its response based on the severity and nature of the activity, while protecting neighborhood safety and quality of life.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Proposed Ordinance No. 26-013- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, codifying Resolution No. R15-136, which created a Community Redevelopment Agency Advisory Board; establishing composition, qualifications, appointment procedures, and duties; providing for codification; providing for severability; providing for conflicts; and providing for effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 26-013, at second reading.

Explanation of Request:

On October 20, 2015, the City Commission adopted Resolution No. R15-136 creating a Community Redevelopment Agency Advisory Board to provide input to the City Commission regarding matters related to the City's Community Redevelopment Agency. The City Commission has determined that codifying the provisions of Resolution No. R15-136 into an Ordinance will provide greater permanence, formality, and legal clarity to the structure and operation of the Community Redevelopment Agency Advisory Board.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord. 26-013 Agenda_Item_4457-2026_CRA Advisory Board Final.docx
Agenda Item 4457-2026 Business Impact Statement - Proposed Ordinance No. 26-013.docx

ORDINANCE NO. 26-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, CODIFYING RESOLUTION NO. R15-136, WHICH CREATED A COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD; ESTABLISHING COMPOSITION, QUALIFICATIONS, APPOINTMENT PROCEDURES, AND DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 20, 2015, the City Commission adopted Resolution No. R15-136 creating a Community Redevelopment Agency Advisory Board to provide input to the City Commission regarding matters related to the City's Community Redevelopment Agency; and

WHEREAS, the City Commission has determined that codifying the provisions of Resolution No. R15-136 into an ordinance will provide greater permanence, formality, and legal clarity to the structure and operation of the Community Redevelopment Agency Advisory Board; and

WHEREAS, the City Commission has determined that establishing the Community Redevelopment Agency Advisory Board by ordinance would serve 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: Part II "Code of Ordinances," Chapter 27 "Advisory Boards and Committees," Article VII "Reserved" is hereby amended to read as follows:

ARTICLE VII. – ~~RESERVED~~ COMMUNITY REDEVELOPMENT ADVISORY BOARD

Sec. 27-60. – ~~Reserved~~ Created.

A Community Redevelopment Advisory Board is hereby created. The Advisory Board, at the direction of the City Commission, shall make recommendations on the programs, activities, and funding issues affecting the implementation of the CRA Plan. Recommendations shall include, but are not limited to, matters concerning land use and design regulations and applications; implementation programs and activities; and budgets and funding.

Sec. 27-61. – ~~Reserved~~ Membership.

The Advisory Board will be comprised of seven (7) individuals with experience, education, or skills as determined necessary by the City Commission. Any person may be appointed to the Advisory Board if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business

entity so engaged, within the City.

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No less than four (4) members of the Advisory Board shall be residents of the City. Advisory Board Members serve at the pleasure of the City Commission and may be removed by a majority of the Commission with or without a statement of cause.

The Advisory Board and its individual members shall operate in the sunshine. Board members are subject to the Palm Beach County Code of Ethics. Appointees shall complete the required ethics training prior to assuming the duties of appointment.

Sec. 27-62. – ~~Reserved~~ Costs.

Costs associated with the operation of the Advisory Board will be assessed to the Community Redevelopment Agency budget.

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 and Ordinances of the City of Boynton Beach, Florida, and that Sections of this 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.

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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.** That this Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

CODING: Words in ~~strike through~~ type are deletions from existing law;
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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, Interim City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
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, CODIFYING RESOLUTION NO. R15-136, WHICH CREATED A COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD; ESTABLISHING COMPOSITION, QUALIFICATIONS, APPOINTMENT PROCEDURES, AND DUTIES; 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;

☐ 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;

[1] See Section 166.041(4)(c), Florida Statutes.

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):

On October 20, 2015, the City Commission adopted Resolution No. R15-136 creating a Community Redevelopment Agency Advisory Board to provide input to the City Commission regarding matters related to the City's Community Redevelopment Agency. The City Commission has determined that codifying the provisions of Resolution No. R15-136 into an ordinance will provide greater permanence, formality, and legal clarity to the structure and operation of the Community Redevelopment Agency Advisory Board.

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.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 04/21/2026

Presentation on Beautification and Streets Division, Public Works

Requested Action:

Per the request of Commissioner Turkin, staff has prepared a presentation regarding Beautification and Streets Division's responsibilities and achievements.

Explanation of Request: N/A

How will this affect city programs or services? N/A

Fiscal Impact: N/A

Attachments:
Beautification and Streets - April 2026.pdf

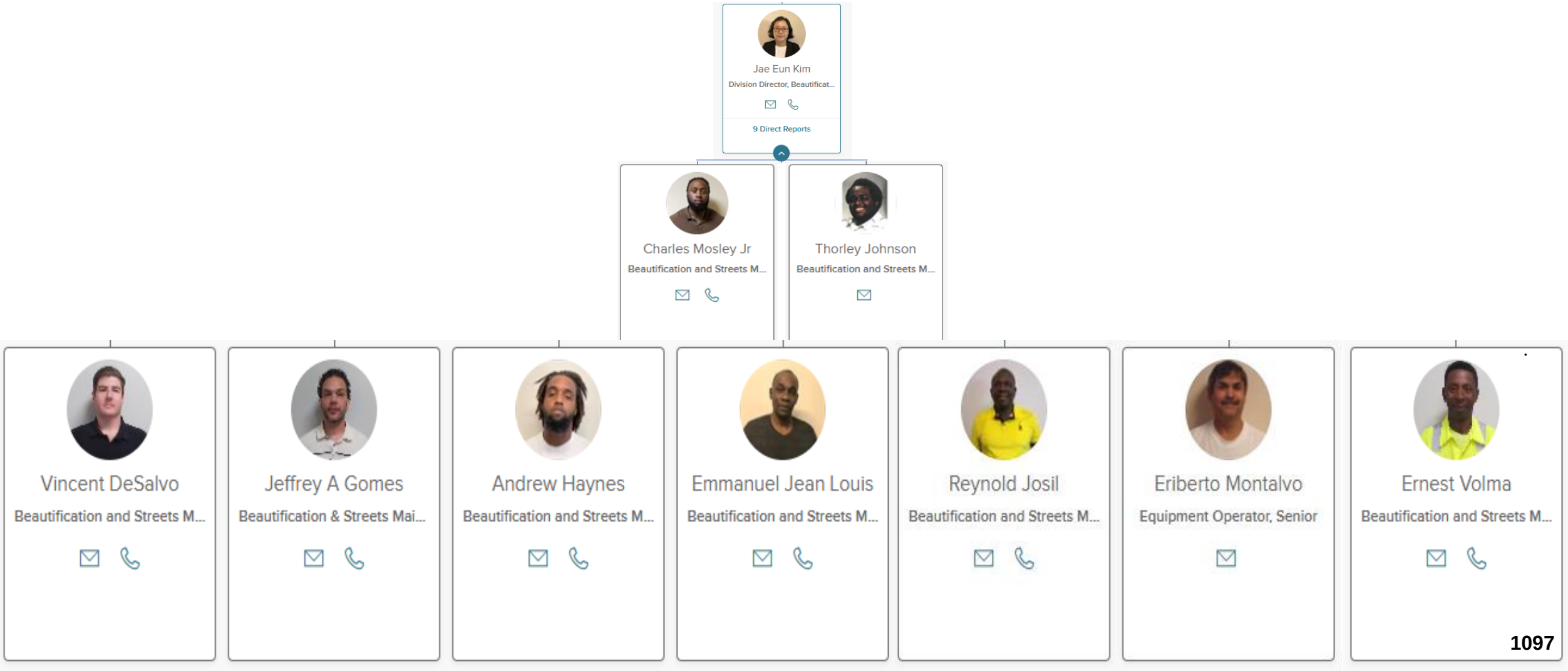
Beautification & Streets
Public Works

April 21, 2026

Goal and Purpose

Our daily goal is to enhance the city's appearance and create safer streets. We work to provide clean travel lanes, safe sidewalks, flourish medians, and maintained city facilities and city owned properties by involving residents, city officials, and organizations to build rapport and address concerns.

Organization



Tasks & Responsibilities

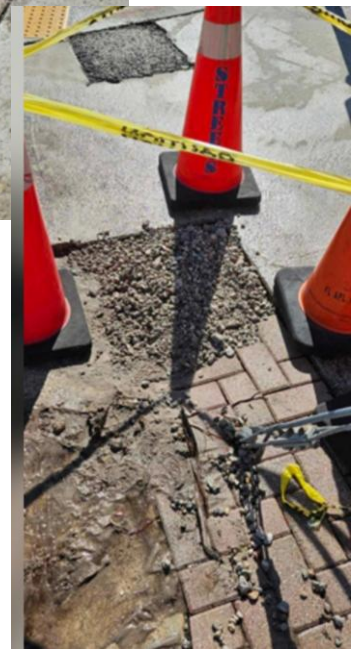
- Address task requests via the RockSolid program
- Restore and enhance landscaping within street medians and street trees along the sidewalk
- Fabricate, produce, and install various street signs and signage for City events
- Regularly inspect and report issues related to City-owned and FPL-owned street lighting
- Repair and improve sidewalks on all City-maintained streets
- Collaborate closely with Palm Beach County and FDOT to repair and improve roadways and sidewalks under their jurisdiction, including I-95 interchanges
- Install, remove, and relocate temporary speed humps
- Install and maintain pavement markings, perform asphalt patching, and repair potholes
- Pressure-clean sidewalks, public spaces, and municipal facilities, and remove graffiti
- Conduct daily inspections and remove litter to prevent roadway hazards
- Assist with the Drive Safe Program, including traffic and speed counts
- Maintain overgrown vegetation that affects street and sign visibility
- Support City events as needed
- Manage weekly and monthly street sweeping services`

Whatever the City needs, we are there!

Achievements/Enhancements

- September 2025 – March 2026: Staff addressed **1,098** task requests.
- Streetlight Maintenance: Reported **150** out-of-service streetlights to FPL since November 2025.
- Street and traffic signs are equipped and refurbished throughout the City.
- SE 4th Street: Enhanced landscaping for all medians.
- Boynton Beach Blvd: Landscape enhancement for medians has begun.
- Federal Hwy: Landscape improvements are in progress for median between SE 5th Ave & Greenbriar Dr.
- **Street & Sidewalk Audit** submitted to FDOT and County in April 2025:
  - ✓ FDOT repaired sidewalk on W Boynton Beach Blvd in 2025 and has been repairing sidewalk on S. Federal Hwy.
  - ✓ County has repaired sidewalk along Miner Rd, Congress Ave, and Lawrence Rd.
  - ✓ Staff will continue to work with FDOT and County for sidewalk repair and roadway restriping.

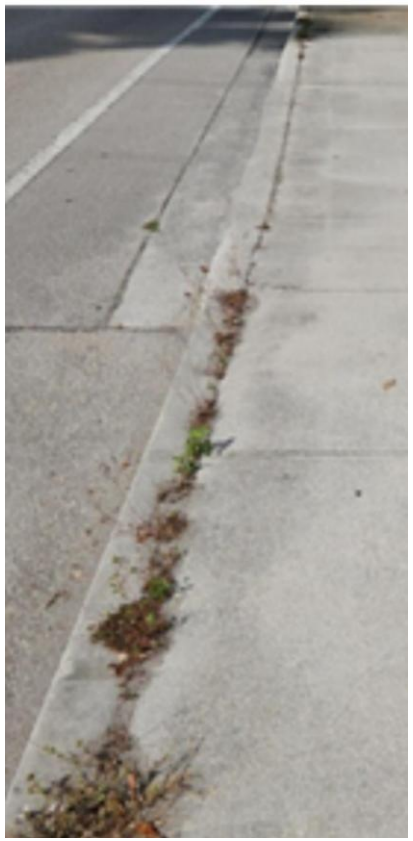
Safe Sidewalk

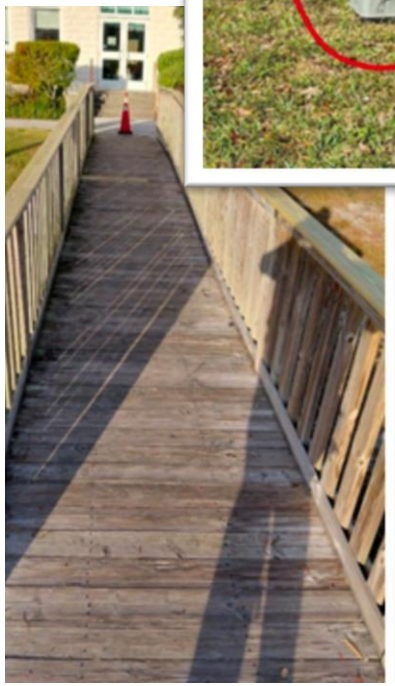


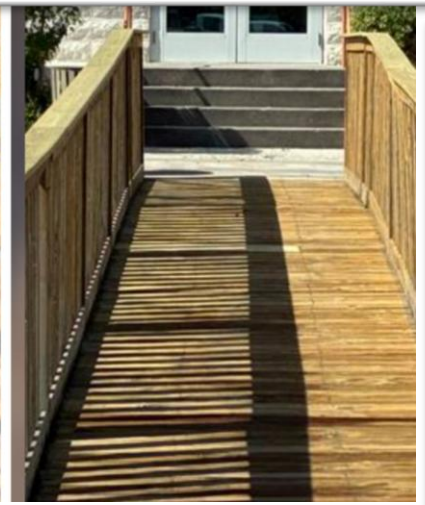
Marking & Sign

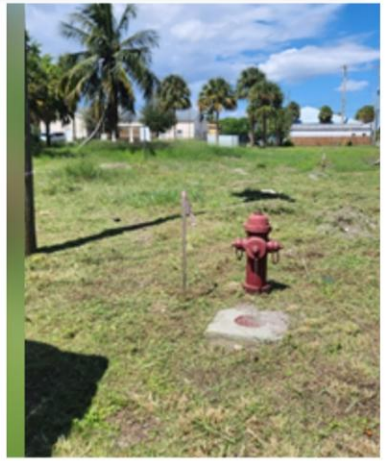
Safe Road

Beautification

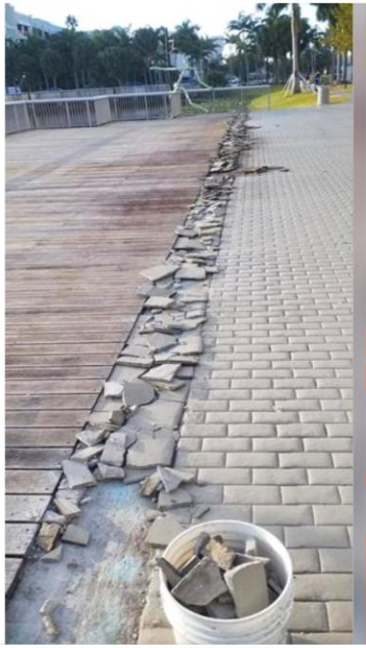








Repair



Landscape Improvement

Continue to meet Goals and Purposes

- Continue collaborating with County and State agencies to improve roadways and sidewalks throughout the City.
- Establish Beautification Standards for streets and their medians.
- Enhance and maintain City streets to ensure safety and accessibility for both pedestrians and motorists.

Questions

Thank you

KEITH
Engineering Inspired Design.

EXHIBIT A

WORK AUTHORIZATION PURSUANT TO THE GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND KEITH AND ASSOCIATES, INC. (KEITH)

April 8, 2026

WORK AUTHORIZATION NO. 03

PURCHASE ORDER NO. (City No. TBD) PROJECT NO.13988.03 (KEITH)

PROJECT NAME: Federal Highway Streetscape Improvement Project

This project specific agreement is pursuant to the General Engineering Consulting Services Agreement between the City of Boynton Beach and Keith and Associates, Inc. (KEITH) entered into on 10/18/2024.

PROJECT

The City of Boynton Beach (CITY) has requested that KEITH (CONSULTANT) provide: Landscape Architecture services related to the beautification of the Federal Highway Corridor through the City of Boynton Beach. The full length of Federal Highway through the City Limits of Boynton Beach is included in the following scope of work and will be delivered in three (3) Design Phases:

Design Phase 1 - Central (1.1 miles from Martin Luther King Jr Blvd to SE 8th Avenue)
Design Phase 2 – South (2.1 miles from SE 8th Avenue to the Southern City Limits)
Design Phase 3 – North (1.25 miles from Martin Luther King Jr Blvd to the Northern City Limits)

Design Phases 2 and 3 will begin following the approval of Design Phase 1 Preliminary (30%) Plans. The approved Phase 1 Plans will be referenced as the standard for Design Phases 2 and 3. Additional information shown in graphic format on the following page.

The project includes the following:

- Site Audit – Evaluation of existing conditions / including review for potential curb cuts
- Hardscape Improvements
  - Removal of brick pavers along the sidewalks
  - Addition of concrete sidewalk with tree grates within the Pedestrian Zone.
- Bus Stop Improvements and/or relocations; coordinated with Palm Tran.
- Landscape – in compliance with City and FDOT standards
  - Street Trees
  - Median Landscaping
    (as needed to supplement work already underway by the City)
- Irrigation – Design / Connection to Potable Source for right of way / Street Trees
  (median irrigation design not included. No turf irrigation anticipated.)
- Lighting
  - Replacement of existing street lighting with FPL decorative street lighting – coordinated with FPL

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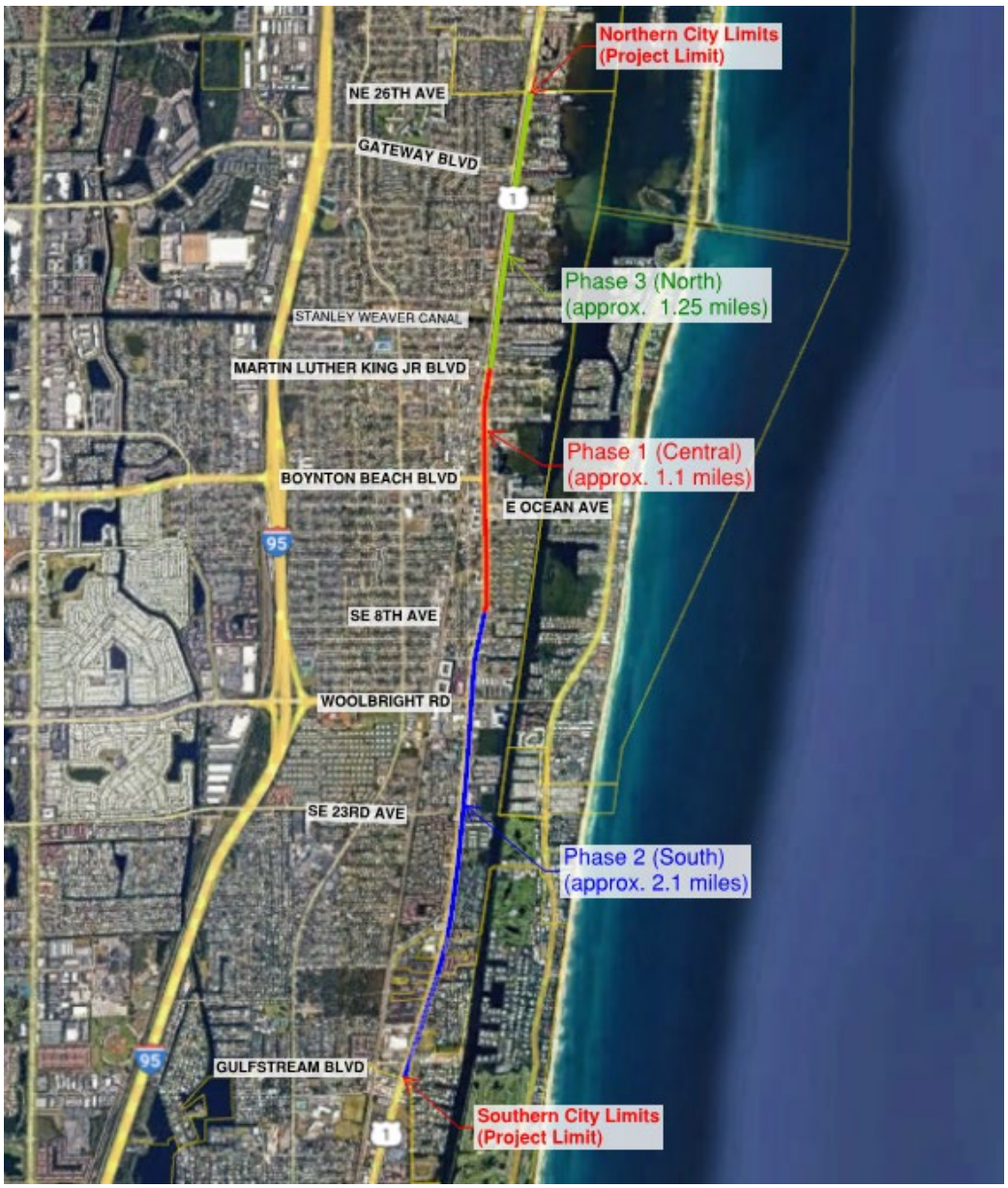
The below items are excluded from this scope of work; however may be considered by the CITY for future addition by contract addendum:

- *Civil Engineering Design Plans and Permitting of curb modifications / curb cuts*

The scope of work is described in detail on the following pages. For this project, the CONSULTANT has included Precision Technical MEP for Lighting Assessment Services.

Plans will be prepared in accordance with the City of Boynton Beach landscape ordinance and streetscape design / Pedestrian Zone (PZ) requirements, as well as the Florida Department of Transportation (FDOT) 2026 Design Manual.

Location Map



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PROJECT SCOPE
CONSULTANT will provide the below services to assist the CITY and Project Team.

☒ Survey
☐ ALTA/NSPS
☒ Topography
☐ Boundary
☒ Tree
☐ Sketch and Description
☐ Construction Layout
☐ Construction As-Built
☒ Other: Specific Purpose Right of Way

☒ SUE
☒ Horizontal Designation
☐ Location Services
☒ Utility Mapping
☐ Records Research
☐ Other_____

☐ Planning Services
☐ Due Diligence
☐ Platting
☐ Rezoning
☐ Conditional Use Permit
☐ Right of Way Vacation
☐ Site Plan Processing and Coordination
☐ Site Plan / Project Coordination
☐ Other_____

☐ Civil Engineering Services
☐ Paving, Grading and Drainage
☐ Water Distribution and Sanitary Sewer
☐ Erosion Control Plan
☐ Other_____

☐ Transportation Engineering Services
☐ Major Roadway
☐ Minor Roadway
☐ Drainage
☐ Maintenance of Traffic Plans
☐ Quality Control
☐ Other_____

☒ Lighting Design Services (by Subconsultant)
☐Photometric Evaluation
☒Lighting Design
☐ Other_____

☒ Landscape Architecture Services
☒ Due Diligence / Site Audit
☒ Hardscape and Paving
☒ Fine Grading
☒ Landscape
☒ Irrigation
☐ Pools or Water Features
☐ Specialty Features
☐ Tree Inventory & Analysis
☐ Amenity Deck(s)
☐ Other_____

☒ Construction/Program Management Services
☒ Permitting
☒ Bidding Assistance
☐ Building Permit Coordination
☒ Construction Observation
☐ Construction Certification
☐ Other_____

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DESCRIPTION OF SERVICES AND DELIVERABLES

MEETINGS AND COORDINATION

Task 001 CITY Meetings & Meetings with Government Agencies / Permit Authorities
CONSULTANT will prepare for and attend all team meetings on an as needed basis for the duration of the project. CONSULTANT will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines. Meetings are anticipated to include both virtual and in-person meetings.

For all applicable meetings CONSULTANT will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CITY these meeting minutes will only serve to capture the items directly responsible for the CONSULTANT team and the interaction with agencies and/or the CITY.

Task 002 Public Outreach Meetings
CONSULTANT will assist the CITY with the presentation and public outreach process for the communication of the project design and program. The general process will be as follows. CONSULTANT will develop all supporting materials for the presentations. It is intended that each meeting will consist of preparation as well as minor review or preliminary meetings prior to the actual meeting. CONSULTANT will present at each public meeting.

1. Preliminary project meeting with City Staff and Advisory Board Members
2. Public Meeting #1 – Intended to be a presentation of the partial conceptual design (including precedent imagery) for sharing information / gathering community input or feedback.
3. Follow-up meeting with City Staff and Advisory Board Members
4. Public Meeting #2 – Progress report to City Commission
5. Submit Findings of all public meetings to City Staff and Advisory Board

SURVEY SERVICES

Survey Limit (shown below in graphic format) – Federal Hwy (Full Street ROW + approx. 15' to each side, where applicable and not including the land within the FEC Railroad Right of Way) from the south side of the Stanley Weaver Canal Bridge (N Road), extending north to the Northern City Limits of Boynton Beach.

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Task 101 Specific Purpose Survey

CONSULTANT will prepare a Specific Purpose Survey of the site to depict the Right of Way lines, surface improvements, and trees for Streetscape and Landscape improvements.

The Survey will show the apparent Right of Way lines, based on limited field verification, together with surface improvements such as roadways, pavement, sidewalks, traffic striping, immediately adjoining walls, fences, surface utility features, etc.

Trees greater than 3" diameter at breast height (dbh) will be located and noted by common name and trunk diameter. These will be shown on a tree table for verification by our in-house arborist. Hedge line perimeters will be shown.

Storm and Sanitary structures will be located by surface feature. Pipe invert elevation, diameter, material, and direction are not included in this proposal.

Overhead facilities will be shown, wire heights are not included.

Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88).

Elevations will be shown at an interval of approximately 100 feet at the back of curbing, sidewalks and landscaped areas. The intent of this survey is to provide a base map for landscaping design. This is not a Digital Terrain Model (DTM).

Survey Deliverables will consist of AutoCAD Civil 3d dwg file and Signed/Sealed pdf format sheets.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

SUE Limit – Federal Hwy (Full Street ROW + approx. 15' to each side, where applicable and not including the land within the FEC Railroad Right of Way) from the south side of the Stanley Weaver Canal Bridge (N Road), extending north to the Northern City Limits of Boynton Beach.

CONSULTANT will follow ASCE Standard 38-22 – "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" during the field and office operations for this project. The quality levels discussed below are defined within the standard. CONSULTANT is to provide professional services associated with designation, and mapping of existing subsurface utilities. CONSULTANT will designate all known tone able and non-tone able utilities along Federal Hwy from centerline of N Road to Gateway Marina Entrance (8250 S Federal Hwy). Gravity systems, service laterals, irrigation are not included in this investigation.

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Task 201 Horizontal Designation Services
CONSULTANT will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CITY). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, unless specifically requested by the CITY and included in the scope of services.

Task 202 Utility Mapping
CONSULTANT will perform surveying services to collect the surface markings completed in Task 201 that mark the underground utilities. Survey of said markings will be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations will be delivered in a geo-referenced (NAD83/11) AutoCAD file.

LANDSCAPE ARCHITECTURE SERVICES

Task 700A Due Diligence / Site Audit – Design Phase 1 - Central
Task 700B Due Diligence / Site Audit – Design Phase 2 - South
Task 700C Due Diligence / Site Audit – Design Phase 3 – North
CONSULTANT will perform a field inventory / evaluation of the existing conditions along the length of Federal Hwy. This task will review existing conditions along the length of the project area. Through this task, CONSULTANT will identify problematic areas along Federal Highway where large open frontages could be improved by reduction in width and/or number of existing curb cuts. The goal of identifying these areas is to provide better and safer pedestrian pathways within the right of way. Curb modifications within these area may also benefit the project by providing opportunity for a more cohesive streetscape experience throughout the City.

Deliverables

1. CONSULTANT will develop Site Inventory Report / Audit Drawings with photo documentation and analysis of existing conditions (including curb conditions) and opportunities for improvement.

NOTE: Design Plans related to curb modifications / curb cuts is currently not included in this scope of work; however may be added as a contract addendum if requested by the City following delivery and review of the Site Audit Task.

Task 701A Preliminary Landscape / Schematic Design (SD) – Design Phase 1 - Central
Task 701B Preliminary Landscape / Schematic Design (SD) – Design Phase 2 - South
Task 701C Preliminary Landscape / Schematic Design (SD) – Design Phase 3 – North
CONSULTANT will prepare for the approval of the CITY the schematic design documents (30% Design Plans). The purpose of this task is to work collaboratively with the design team to finalize the optimum arrangement of program and site design elements. These drawings will be in sufficient detail for submittal to the City review agency and will consist of drawings, plans, sections and other information to describe the nature, quality and scope of site elements of the project.

Design will take into consideration any existing or proposed FDOT and Developer projects within and adjacent to the project limits. CITY to provide information and background files as required for coordination regarding adjacent conditions.

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Deliverables

1. CONSULTANT will develop conceptual design sketches to communicate the overall landscape design concept for CITY review and discussion. Conceptual plans will be preliminary in nature and are not intended to be construction documents. They will be presented in a draft and final presentation allowing input and development of the ideas.
   a) Illustrative Plan
   b) Character Imagery
   c) *3D Perspective Renderings are not included in this task, but can be added if requested by the CITY and included as additional services.*
2. Schematic Design (30% Design Plans)
   a) Hardscape Plan – Material type and layout
   b) Landscape Plan – Specification, quantity, layout, calculations, notes and details.
   c) Irrigation Statement – Narrative of minimum requirements for irrigation.
   d) Opinion of Probably Cost

NOTE: This task includes one (1) drawing revision with corresponding comment response letters with the intent of obtaining city approval. If additional revisions are required as a result of additional (new) CITY comments or change in design direction, a contract addendum will be submitted to the CITY.

NOTE: Tree Inventory and Analysis by Certified Arborist (including Tree Disposition Plans, Existing Tree Data Table and mitigation calculations) is excluded from this scope of work. It is anticipated that all vegetation within the right of way (not including the median) will be removed and covered by a general note stating such on the Landscape Plans. For newly developed or upcoming development parcels adjacent to the right of way, the CITY will provide direction regarding any trees or palms to remain. If determined that Tree Inventory and Analysis is required for site plan review, permitting or tree removals, a contract addendum will be submitted to the CITY at that time.

Task 702A Final Landscape / Construction Documents (CD) – Design Phase 1 - Central
Task 702B Final Landscape / Construction Documents (CD) – Design Phase 2 - South
Task 702C Final Landscape / Construction Documents (CD) – Design Phase 3 - North

Based on the approved Schematic Design, CONSULTANT will develop the construction documents in coordination with the CITY. The drawings will be developed in a 60% and 90% progress submittal for review and coordination, as well as a final for Permit or 100% Construction Documentation.

Deliverables

1. Construction Documents (60%, 90% and Final Construction Documents)
   a) Hardscape & Layout Plan – Material type and layout.
   b) Hardscape Details – General details and section/elevations for character and project understanding - *All structural engineering by others and not included in this proposal*.
   c) Landscape Plan and Details – Specific elements, specification, quantity, layout, notes and details.
   d) Tree Disposition Plan (per task 702) – Updated as required.
   e) Irrigation Plans and Details – Point of connection, meters and backflow preventors, head layout, piping, equipment schedule and details. *It is anticipated that all proposed street trees and landscape areas within the right of way and pedestrian zone scope of work will receive new irrigation with connection to a potable water source; CITY to provide source.*
      Note: Irrigation improvements within the medians have already been completed and are not included in this scope of work.
   f) Site Furniture – Furniture layouts and specifications / cut sheets
   g) Opinion of Probably Cost

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h) Specifications – For above referenced design elements (specifications will be included in the plan sheets)

NOTE: This task includes one (1) drawing revision (after the release of 100% Construction Drawings) in response to City comments. If additional revisions are required as a result of CITY and/or Design Team changes, a contract addendum will be submitted to the CITY.

Irrigation to consist primarily of Street Trees and minimal shrub areas (at key intersections). No turf irrigation anticipated.

NOTE: Tree Inventory and Analysis by Certified Arborist (including Tree Disposition Plans, Existing Tree Data Table and mitigation calculations) is excluded from this scope of work. It is anticipated that all vegetation within the right of way (not including the median) will be removed and covered by a general note stating such on the Landscape Plans. For newly developed or upcoming development parcels adjacent to the right of way, the CITY will provide direction regarding any trees to remain. If determined that Tree Inventory and Analysis is required for site plan review, permitting or tree removals, a contract addendum will be submitted to the CITY.

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POST DESIGN SERVICES

Note: Detailed scope and fee will be determined after the design is completed for each design phase.

Task 703A Landscape Permitting – Design Phase 1 – Central
Task 703B Landscape Permitting – Design Phase 2 - South
Task 703C Landscape Permitting – Design Phase 3 – North
CONSULTANT will apply for and coordinate the FDOT Landscape Permit and Maintenance Agreement (MMOA). As a part of this task CONSULTANT will allow up to two (2) drawing revisions in response to agency comments.

This task also includes the Right of Way Permit with the City of Boynton Beach.

Required Permits

- Florida Department of Transportation – FDOT Landscape Permit and Maintenance Agreement
- City of Boynton Beach ROW Permit

NOTE: Other landscape specific permits are not anticipated and are NOT included in this task. If additional permits are required a contract addendum will be submitted to the CITY.

NOTE: Each phase will be permitted separately to allow for permit approvals and permit close-out per phase.

Note: Detailed scope and fee will be determined after the design is completed for each design phase.

Task 800A Bidding Assistance – Construction Phase 1
Task 800B Bidding Assistance – Construction Phase 2
Task 800C Bidding Assistance – Construction Phase 3
CONSULTANT will provide bidding assistance to the CITY by developing a bid sheet based on the permit drawings. CONSULTANT will also develop a Bid Set of drawings that can be utilized to solicit potential bidders for the project. CONSULTANT will assist in facilitating a pre-bid meeting to answer questions and create clarifications to the bidding relative to the construction documents and intended project. Based on the bid data received CONSULTANT will develop a comparison table and assist the CITY in reviewing the bid submittals.

CONSTRUCTION ADMINISTRATION SERVICES

Note: Detailed scope and fee will be determined after the design is completed for each design phase.

Task 801A Construction Observation – Construction Phase 1
Task 801B Construction Observation – Construction Phase 2
Task 801C Construction Observation – Construction Phase 3

Construction Observation
CONSULTANT will provide construction services to ensure the integrity of the design intent and certify to the CITY and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees. Services included are described as follows and are anticipated to take place in the time frame indicated in the “SCHEDULE” for CONSTRUCTION ADMINISTRATION SERVICES below.

Shop Drawing Reviews
CONSULTANT will review shop drawings, samples, product data and plant photos, which the selected contractor is required to submit for review. This review will only be for conformance with the

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design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. CONSULTANT will also determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation
CONSULTANT will visit the Project at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work.

CONSULTANT will coordinate and attend one (1) Pre-construction Meeting. If required by the CITY, CONSULTANT will attend or participate in CITY scheduled coordination and progress meetings or telephone conferences.

The Contractor will coordinate through CONSULTANT the scheduling of testing. CONSULTANT will represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

CONSULTANT will provide additional construction observations at the request of the CITY / Permit agencies due to unforeseen conditions or other circumstances.

Additional construction observation services, re-tests and failed inspections, will be invoiced on a time and material basis in accordance with CONSULTANT Professional Service Fee schedule (attached).

Issue Clarifications
CONSULTANT will issue all instructions and revisions of the CITY to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CITY and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference Calls
CONSULTANT will attend and/or participate in periodic project meetings and conference calls as requested by the CITY and CITY. CONSULTANT will review requests for information prepared by the Contractor and respond accordingly to all parties. CONSULTANT will prepare drawings supplemental information needed to address the contractor's request for information.

Final Inspections
CONSULTANT will participate with the CITY's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of any defective or deficient items.

CONSULTANT will participate in a final inspection together with CITY and contractor representatives to verify "Punch List" items are complete, and in substantial conformance to the permitted plans.

Additional inspections due to non-compliant Punch List item, may impact schedule and will require additional fees.

MOT / Traffic Control Plans are not included in the above scope of work, and are anticipated to be provided by the contractor. If required, CONSULTANT can provided these services.

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SUBCONSULTANT SERVICES (Provided by Precision Technical MEP)

Area of work:
Federal Hwy (US Highway 1) from NE 26th Avenue, south to Gulfstream Blvd.

- Design Phase 1 - Central (Approx. 1.1 miles, US1, from MLK Blvd to SE 8th Ave.)
- Design Phase 2 - South (Approx. 2.1 miles, US1, from SE 8th Ave. to Gulfstream Blvd)
- Design Phase 3 - North (Approx. 1.25 miles, US1, from NE 26th Ave. to MLK Blvd)

Task 901A Lighting Design Plans – Design Phase 1 - Central
Task 901B Lighting Design Plans – Design Phase 2 - South
Task 901C Lighting Design Plans – Design Phase 3 – North

CONSULTANT will provide the following:

1. One-two site evaluations to coordinate power connections with FPL and existing municipal power connections.
2. Up to three coordination meetings with FPL for design coordination.
3. Design Photometric Drawings (in coordination with KEITH Team) to include illumination values (in foot-candles) which will be provided with the new lighting installation.
4. Design Drawings to facilitate power connection with FPL and municipal systems.
   a) Wire sizing
   b) Voltage drop calculations
   c) Electrical load calculations
   d) Lighting trespass (spill-over) values
   e) Electrical Conduit design drawings
   f) Electrical Conduit sizing
   g) Coordination with FPL for future use conduit sleeves

Exclusions:
1. Stationing / station marks at pole locations
2. Fixture locates / surveying
3. Circuit testing
4. Circuit tracing
5. Structural Engineering or evaluation of structural integrity
6. Voltage drop calculations
7. Existing infrastructure integrity analysis

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CITY'S RESPONSIBILITY

The CITY shall assist CONSULTANT with the following items to expedite the completion of the project in an effective manner.

A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
B. Provide access to and obtain permission for CONSULTANT to enter upon public lands as required at no additional cost to perform observations or other necessary services under this Agreement.
C. Make available to CONSULTANT all existing information which may in any way be pertinent to the project.
D. Assist in contacting all permitting agencies to facilitate expediting reviews and/or approvals.
E. Provide survey for areas not included in Task 101.
F. Provide utility information, including as-built plans. Note – CONSULTANT recommends gathering current sue (underground utilities) data prior to construction to avoid potential field conflicts with demolition or planting activities.
G. Provide water source for irrigation use.
H. Provide information regarding recent, ongoing and upcoming development projects adjacent to Federal Highway for coordination of Streetscape Design and Existing Trees.

ADDITIONAL SERVICES

CONSULTANT shall not perform any additional services without the written consent of the CITY. Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the CITY as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.

OWNERSHIP AND USE OF DOCUMENTS

Upon completion of any project / Task Order and final payment to CONSULTANT, all documents, drawings, specifications, and other materials produced by the CONSULTANT in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk and without liability to CONSULTANT and CONSULTANT's sub-consultants.

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PROJECT SCHEDULE

Subsequent to the issuance of a Purchase Order from the CITY, CONSULTANT shall commence work on the project. We anticipate commencing work within 10 business days from notice to proceed, completing the prescribed within 1 year.

Table 1 Schedule Estimate of General Engineering Consulting Services

TASK	DURATION
DESIGN PHASE 1 - CENTRAL	
Task 001 – CITY Meetings & Meetings with Government Agencies	As Needed
Task 002 – Public Outreach	4 Meetings*
Task 101 – Specific Purpose Survey (partial)	8-10 Weeks
Task 201 – Horizontal Designation Services (partial)	4-6 Weeks
Task 202 – Utility Mapping (partial)	4-6 Weeks
Task 700A – Due Diligence / Site Audit – Design Phase 1	6 Weeks
Task 701A – Preliminary Landscape / Schematic Design (SD) – Design Phase 1	2-3 Months**
Task 702A – Final Landscape / Construction Documents (CD) – Design Phase 1	2-3 Months**
Task 901A – Lighting Design Plans – Design Phase 1	With Task 701A
DESIGN PHASE 2 - SOUTH	
Task 700B – Due Diligence / Site Audit – Design Phase 2	8 Weeks
Task 701B – Preliminary Landscape / Schematic Design (SD) – Design Phase 2	4-5 Months**
Task 702B – Final Landscape / Construction Documents (CD) – Design Phase 2	4-5 Months**
Task 901B – Lighting Design Plans – Design Phase 2	With Task 701B**
DESIGN PHASE 3 - NORTH	
Task 700C – Due Diligence / Site Audit – Design Phase 3	With Task 701C
Task 701C – Preliminary Landscape / Schematic Design (SD) – Design Phase 3	4-5 Months**
Task 702C – Final Landscape / Construction Documents (CD) – Design Phase 3	4-5 Months**
Task 901C – Lighting Design Plans – Design Phase 3	With Task 701C**

Schedule Notes:

* *2 CITY meetings, and 2 Public Meetings*

** *Duration noted above includes review periods & coordination with the City. Phases 2 and 3 will run concurrently through the design phase following approval of the Preliminary Plans for Phase 1.*

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COMPENSATION

CONSULTANT shall invoice the CITY for services rendered under the General Engineering Consulting Services Agreement between the City of Boynton Beach and Keith and Associates, Inc. (KEITH) entered into on 10/18/2024.

Table 2 Budget Estimate of General Engineering Consulting Services

TASK	FEE
DESIGN PHASE 1 - CENTRAL	
Task 001A – CITY Meetings & Meetings with Government Agencies	$10,000.00 (Hourly/NTE)
Task 002 – Public Outreach	$15,200.00 (Lump Sum)
Task 101 – Specific Purpose Survey (Partial)	$41,920.00 (Lump Sum)
Task 201 – Horizontal Designation Services (Partial)	$37,150.00 (Lump Sum)
Task 202 – Utility Mapping (Partial)	$10,600.00 (Lump Sum)
Task 700A – Due Diligence / Site Audit – Design Phase 1	$10,160.00 (Lump Sum)
Task 701A – Preliminary Landscape / Schematic Design (SD) – Design Phase 1	$25,280.00 (Lump Sum)
Task 702A – Final Landscape / Construction Documents (CD) – Design Phase 1	$26,800.00 (Lump Sum)
Task 901A – Lighting Design Plans – Design Phase 1	$18,000.00 (Lump Sum)
SUBTOTAL – DESIGN PHASE 1 - CENTRAL	**$195,110.00**
DESIGN PHASE 2 - SOUTH	
Task 700B – Due Diligence / Site Audit – Design Phase 2	$17,100.00 (Lump Sum)
Task 701B – Preliminary Landscape / Schematic Design (SD) – Design Phase 2	$37,000.00 (Lump Sum)
Task 702B – Final Landscape / Construction Documents (CD) – Design Phase 2	$41,000.00 (Lump Sum)
Task 901B – Lighting Design Plans – Design Phase 2	$22,500.00 (Lump Sum)
SUBTOTAL - PHASE 2 - SOUTH	**$117,600.00**
DESIGN PHASE 3 - NORTH	
Task 700C – Due Diligence / Site Audit – Design Phase 3	$9,060.00 (Lump Sum)
Task 701C – Preliminary Landscape / Schematic Design (SD) – Design Phase 3	$20,500.00 (Lump Sum)
Task 702C – Final Landscape / Construction Documents (CD) – Design Phase 3	$24,520.00 (Lump Sum)
Task 901C – Lighting Design Plans – Design Phase 3	$19,160.00 (Lump Sum)
SUBTOTAL - PHASE 3 - NORTH	**$73,240.00**
TOTAL FEE	**$385,950.00**
DIRECT EXPENSES	$10,000.00
TOTAL COMPENSATION	**$395,950.00**

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"CITY":	CONSULTANT:
City of Boynton Beach	KEITH
By:_____	By: Signed by: Alex Lazowick 11E9409CAA9B488...
	ALEX LAZOWICK President / CEO

PROPOSAL FEES

Our Project/Proposal Number	13988.00 WO 3	Personnel and Hourly Rates													
Proposal Date	04.08.2026 (Rev6)														
Tasks		Project Manager	Senior Ladndscape Architect	Landscape Architect /Arborist	Landscape Designer	Senior Surveyor	Project Surveyor	Survey Analyst	Senior Subsurface Utility Engineer	Subsurface Utility Engieer	Field Crew Supervisor	Survey Crew	Survey Drone/LiDAR Crew	Utility Designation Crew	Task Subtotals
No.	Description	$200.00	$200.00	$180.00	$145.00	$200.00	$145.00	$120.00	$200.00	$180.00	$130.00	$180.00	$200.00	$180.00	
001A	CITY Meetings & Meetings with Government Agencies	20	30												$ 10,000.00
002	Public Outreach	20	20	40											$ 15,200.00
101	Specific Purpose Survey (Partial)					20	32	144			8	72	10		$ 41,920.00
201	Horizontal Designation Services (Partial)								10	20	35			150	$ 37,150.00
202	Utility Mapping (Partial)					2		10				50			$ 10,600.00
700A	Due Diligence / Site Audit - Design Phase 1	6		24	32										$ 10,160.00
700B	Due Diligence / Site Audit - Design Phase 2	6		40	60										$ 17,100.00
700C	Due Diligence / Site Audit - Design Phase 3	3		18	36										$ 9,060.00
701A	Preliminary Landscape / Schematic Design (SD) - Design Phase 1 - Central	12	24	36	80										$ 25,280.00
701B	Preliminary Landscape / Schematic Design (SD) - Design Phase 2 - South	12	32	60	120										$ 37,000.00
701C	Preliminary Landscape / Schematic Design (SD) - Design Phase 3 - North	12	20	30	60										$ 20,500.00
702A	Construction Documents (CD) – Final Landscape - Design Phase 1 - Central	16	24	40	80										$ 26,800.00
702B	Construction Documents (CD) – Final Landscape - Design Phase 2 - South	24	40	60	120										$ 41,000.00
702C	Construction Documents (CD) – Final Landscape - Design Phase 3 - North	14	24	36	72										$ 24,520.00
902A	Lighting Design Plans - Phase 1 - Central	32			80										$ 18,000.00
902B	Lighting Design Plans - Phase 2 - South	40			100										$ 22,500.00
902C	Lighting Design Plans - Phase 3 - North	32			88										$ 19,160.00
															$ -
Personnel Hours		249	214	384	928	22	32	154	10	20	43	122	10	150	$ 385,950.00
Personnel Cost		$ 49,800.00	$ 42,800.00	$ 69,120.00	$ 134,560.00	$ 4,400.00	$ 4,640.00	$ 18,480.00	$ 2,000.00	$ 3,600.00	$ 5,590.00	$ 21,960.00	$ 2,000.00	$ 27,000.00	

Personnel Subtotal	$ 385,950.00
Miscellaneous Expenses	$ -
Direct Expenses	$ 10,000.00
GRAND TOTAL	$ 395,950.00

Fee Schedule

Management
Project Executive $250.00
QA/QC Manager $200.00
Senior Project Manager $225.00
Project Manager $200.00
Senior Grant Coordinator $180.00
Grant Coordinator $165.00
Administrative Assistant $100.00

Engineering
Senior Engineer $200.00
Professional Engineer $180.00
Engineering Designer $145.00
Engineering Analyst.....$120.00

Planning
Senior Planner $200.00
Professional Planner $180.00
Planning Technician $145.00
Planning Analyst $120.00

Landscape Architecture
Senior Landscape Architect.....$200.00
Landscape Architect/Arborist.....$180.00
Landscape Designer.....$145.00
Landscape Analyst $120.00

Architecture
Senior Architect $200.00
Architect.....$180.00
Architect Designer $145.00
Architect Analyst.....$120.00

Utility Coordination
Senior Utility Coordinator..... $200.00
Utility Coordinator $180.00
Utility Coordinator Technician $145.00
Utility Coordinator Analyst $120.00

Survey
Senior Surveyor $200.00
Professional Surveyor $180.00
Project Surveyor $145.00
Survey Analyst..... $120.00

Subsurface Utility Engineering
Senior Subsurface Utility Engineer..... $200.00
Subsurface Utility Engineer $180.00
Subsurface Utility Technician $145.00
Subsurface Utility Analyst..... $120.00

Field Crew Rates
Field Crew Supervisor $130.00
Survey Crew $180.00
Survey Drone/LiDAR Crew..... $200.00
Utility Designating Crew $180.00
Vacuum Excavations ..... $500.00/Ea.

Construction Services
Senior Construction Manager..... $200.00
Construction Manager $180.00
Senior Inspector $150.00
Inspector $120.00

Geotechnical Engineering
Senior Engineer..... $180.00
Professional Engineer $140.00
Project Engineer $110.00
Geotechnical Field Technician $75.00
Site Layout..... $65.00

GEOTECHNICAL FIELD INVESTIGATION SERVICE FEE SCHEDULE

ITEM DESCRIPTION	UNITS	UNIT PRICE
SOIL TESTING		
Field Density Test (5 minimum)	Test	$26.00
Proctors	Test	$115.00
Florida Bearing Value Test	Test	$40.00
Limerock Bearing Ratio Test	Test	$310.50
Atterberg Limit	Test	$85.00
Carbonate Content Test	Test	$85.00
Organic Content Test	Test	$50.00
DOT Corrosivity	Test	$170.00
Soil Observation (On Site)	Hour	$58.00
Natural Sample Moisture Content	Test	$20.00
Unit Weight and Moisture Content (Undisturbed Sample)	Test	$50.00
CONCRETE & MASONRY MATERIALS		
Concrete Compression test (4 cylinders per trip minimum) *Prepare cylinders & slump test on site, and deliver to lab*	Set	$135.00
Additional Concrete cylinders	Cylinder	$22.50
Concrete Compression test only (delivered to lab)	Cylinder	$22.50
Slump test	Test	$12.00
Air Content Test	Test	$16.00
Stand-by	Hour	$58.00
Grout Prism (6 per set) Includes *preparation of Prism on site*	Set	$125.00
2" x 2" Mortar Cubes (6 per set) *Includes preparation of Cubes on site*	Set	$100.00
Additional Mortar cubes	Each	$20.00
Masonry Units: Compressive Strength	Unit	$100.00
Masonry Units: Absorption	Unit	$50.00
Concrete Cores (3 Minimum) Secure, Trim & Test	Core	$120.00
Concrete Cores (3 Minimum) Testing of core *(delivered to lab (inc. trim))*	Core	$50.00
Swiss Hammer Testing	Hour	$65.00
Windsor Probe Test (3 Shots Minimum)	Test	$135.00
Additional Windsor Probe Tests	Test	$85.00
AGGREGATE TESTING		
Grain size determination: Full grain size (8 sieves)	Test	$77.00
Grain size determination: Wash through (#200)	Test	$60.00
Sieve Analysis - Coarse Aggregate	Test	$77.00
Specific Gravity & Absorption of Fine or Coarse Aggregate	Test	$90.00
ASPHALT TESTING		
Asphalt Cores (obtaining core samples)	Each	$100.00
Asphalt Extraction and Gradation	Test	$250.00
Asphalt Density and Thickness	Test	$47.00
Marshall Stability (Incl density, flow and stability of 3 specimens) (50 blows)	Test	$130.00
Coring Machine plus Generator Rental	Trip	$300.00
Superpave Resolution Testing: Rice Testing	Each	$180.00
Superpave Resolution Testing: Gyratory Compaction, bulk specific gravity	Each	$210.00

INSPECTION SERVICES		
Concrete Inspection (on jobsite or plant)	Hour	$75.00
Pile Driving Inspection	Hour	$75.00
Pre-Stress Yard Inspection	Hour	$75.00
Steel Inspection	Hour	$75.00
Threshold Inspection	Hour	$93.00
Asphalt Inspection (Plant or Roadway)	Hour	$75.00
PDA (Pile Dynamic Testing Services)	Test	$2,500.00
Helical Pile Inspection	Hour	$75.00
Drill Shaft Logging / Inspection Services	Hour	$75.00
FIELD EXPLORATIONS		
Auger Borings	LF	$11.00
Hand Augers	LF	$11.00
Standard Penetration Tests - Truck Rig (0' - 50')	LF	$17.00
Standard Penetration Tests - Truck Rig (51' - 100')	LF	$19.50
Grout bore holes (0' - 50')	LF	$8.00
Grout bore holes (51' - 100')	LF	$12.00
Casing (0' - 50')	LF	$8.00
Casing (51' - 100')	LF	$9.00
Static Cone Penetration Test (0' -100')	LF	$14.00
Muck Probing (4 hour minimum)	Hour	$100.00
Mobilization of drilling equipment to project (Minimum Charge): 50-mile travel	Trip	$375.00
Mobilization of drilling equipment to project (Minimum Charge): 100-mile travel	Trip	$500.00
MISCELLANEOUS SERVICES		
Foundation Analysis and Recommendation	Staff Hours	TBD
Percolation test	Test	$325.00
Install Groundwater Monitoring Well, 25' Depth	LF	$50.00
Plug & Abandon Monitoring Well, 25' Depth	Hour	$150.00
Exfils (6’-10’)	Each	$450.00
Exfils (15’+)	Each	$550.00
Lakes Probes	Each	$200.00
DCP/HCP	Each	$180.00
DRI	Each	$750.00
Test Pits	Day	$3,000.00

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

Mark-up % Sub-Consultants Fee: ___0_____%