The City of

Boynton Beach

City Commission Agenda

Tuesday, October 20, 2026, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

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

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, City Clerk

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

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

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

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

Speaking at Commission Meetings:

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

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

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

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

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

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

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

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

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

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

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

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

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

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

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

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

1. **Openings**

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

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

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

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

   A. Announcement of the 2026 Boynton Beach Pirate Fest
   Pirate Fest takes over Downtown Boynton Beach for two days of FREE family-friendly fun, starting on Halloween!

   Join us Saturday, October 31, from 12 p.m. to 10:00 p.m. and Sunday, November 1, from 12 p.m. to 6 p.m. Trick-or-treat your way through Pirate Fest on Halloween, meet live mermaids, catch pirate shows and roaming performers, enjoy live music, explore the Enchanted Market, and grab a bite from food vendors. And once the sun goes down, the Haunted Trail awaits!

   Come in costume and spend Halloween with us on Saturday, keep the adventure going on Sunday, or join us for both days. With so much to see and do, there's no better place to set sail this Halloween weekend. See you there!

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. Proposed Resolution No. R26-184- Appointing a City of Boynton Beach Elected Official to the local Affordable Housing Advisory Committee (AHAC) pursuant to section 420.9076, Florida Statutes, State Housing Initiatives Partnership Program. The current representative is former Commissioner Woodrow Hay, and the alternate is Commissioner Angela Cruz.
   Staff recommends approval of Proposed Resolution No. R26-184.

   B. 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. Proposed Resolution No. R26-157- Ratifying the submission of an application for the FY26-27 Human Trafficking Grant Program - Law Enforcement Technology through the Florida Alliance to End Human Trafficking in the amount of $299,109.00 and authorizing the City to accept the grant, if awarded, authorizing the Mayor, City Manager and/or Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

Staff recommend approval of the proposed Resolution No. R26-157.

B. Proposed Resolution No. R26-185- Ratifying the submission of the application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Occupant Protection Project, submitted on February 26, 2026, authorizing the City to accept the $25,000 grant, and authorizing the Mayor, City Manager, and Police Chief to execute all future documents associated with the Grant, subject to review by the City Attorney's office.
Staff recommends approval of Proposed Resolution No. R26-185.

C. Proposed Resolution No. R26-186- Ratifying the submission of the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Work Zone Safety Initiative, submitted on February 26, 2026, authorizing the City to accept the $25,000 grant, and authorizing the Mayor, City Manager, and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

Staff recommends approval of Proposed Resolution No. R26-186.

D. Proposed Resolution No. R26-187- Approving an Interlocal Agreement with Palm Beach County for Public Safety Radio System Services with a term of five years, retroactive to November 17, 2025 governing the City's participation in and use of Palm Beach County's 800 MHz Public Safety Radio System.
Staff recommends approval of the proposed Resolution No. R26-187.

E. Proposed Resolution No. R26-188- Approving the License Agreement for Use of County-Owned Property with Palm Beach County for Public Safety Radio Communications Rack Space.
Staff recommends approval of the proposed Resolution No. R26-188.

F. Proposed Resolution No. R26-189- Authorizing the acceptance of ownership of two (2) solar canopy structures at Oceanfront Park from Florida Power & Light Company through a Quit Claim Bill of Sale; authorizing the Mayor to execute the Quit Claim Bill of Sale and any related documents.
Staff recommends approval of Proposed Resolution No. R26-189.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-190- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving a piggyback agreement with International Sweeping, Inc., d/b/a Facilities Pro-Sweep for street sweeping services, utilizing the competitively solicited City of Palm Beach Gardens Invitation to Bid No. ITB2026-180, pursuant to Section IX.8 of the City's Purchasing Policy; for a five-year term

commencing October 1, 2026 and ending September 30, 2031, with an annual expenditure not to exceed $200,000; authorizing the Mayor to execute the agreement; and providing an effective date.
Staff recommends approval of Proposed Resolution No. R26-190.

B. Proposed Resolution No. R26-191- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving a Piggyback Agreement between the City and T-Mobile USA, Inc. for Mobile Communication Services (including cellular voice and data services, devices, accessories, and related telecommunications services), utilizing the State of Florida Department of Management Services Contract No. DMS-19/20-006B, which was competitively procured by the State through an Invitation to Negotiate and renewed through August 3, 2031; authorizing an annual expenditure in an amount not to exceed $30,000.00 with a total contract expenditure in an amount not to exceed $150,000.00; for a term commencing upon full execution by both parties and continuing through August 3, 2031, subject to the continued validity or extension of the underlying State contract; and providing an effective date.
Staff recommends approval of the proposed Resolution No. R26-191.

C. Proposed Resolution No. R26-192- Approving a single source purchase from Placer Labs, Inc. (d/b/a Placer.ai) pursuant to Section IX of the City's Purchasing Policy Manual, and approving an Amendment to Order Form renewing the City's location analytics software subscription for an Additional Term of one (1) year, commencing October 21, 2026, and ending October 20, 2027, at an annual fee of $42,000 with no increase from the current Initial Term fee, for a cumulative total expenditure of $84,000.
Staff recommends approval of the proposed Resolution No. R26-192.

D. Proposed Resolution No. R26-193- Approve Agreement No. 26-108SS between the City of Boynton Beach and Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (f/k/a DataProse, LLC) engaging Matrix directly as prime contractor for data processing, printing, mail finishing, and electronic delivery of utility bills and related Business Tax Receipt customer communications, for an initial three-year term with two one-year renewal options and an annual amount not to exceed $320,000; authorize the City Manager, or designee, to execute Agreement No. 26-108SS; and approve this award as a Single Source purchase under Section IX of the Purchasing Policy Manual.
Staff recommends approval of Proposed Resolution No. R26-193.

E. Proposed Resolution No. R26-194- Approve Amendment No. 1 to the Services Agreement between the City of Boynton Beach and Catalis Payments, LLC (f/k/a Bill2Pay, LLC), originally authorized by Resolution No. R24-177 and amended by Resolution No. R25-069, to (1) remove Exhibit E and all subcontractor obligations of Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (f/k/a DataProse, LLC); (2) remove the Sub-Merchant Agreement from Exhibit D; (3) restate the E-Payment, implementation, and lockbox fee schedules; (4) add Public Entity Crime Act and Prohibited Telecommunications Equipment certifications; and (5) reduce the annual not-to-exceed amount from $420,000 to $100,000; and authorize the City Manager, or designee, to execute Amendment No. 1; and approve the continuation of this reduced scope of services with Catalis Payments, LLC as a Single Source purchase under Section IX of the Purchasing Policy Manual.
Staff recommends approval of Proposed Resolution No. R26-194.

F. Proposed Resolution No. R26-195- Approve the Second Amendment to Task Order No. UT-1A-02 with Carollo Engineers, Inc. for Wells 4-5 and 7-8 Electrical and Standby Power Improvements, to Provide Additional Engineering and Construction Support Services in the Not-to-Exceed Amount of $38,211.00, Increasing the Total Task Order Amount to $436,043.00.
Staff recommends approval of Resolution No. R26-195.

G. Proposed Resolution No. R26-196- Approve Piggyback Agreement No. 26-109PB with SPATCO Energy Solutions, LLC for Fuel & Tank Cleaning/Inspection Services, pursuant to the Piggyback Exemption in Section IX.8 of the Purchasing Policy, utilizing Lee County Solicitation No. B220376LLP, in an annual amount not to exceed $50,000 (total not to exceed $100,000 if the renewal is exercised).
Staff recommends approval of the proposed Resolution No. R26-196.

8. **Public Hearing**

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

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

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

9. **City Manager's Report**

A. Presentation by Mirna Crompton, Division Director of Grants, on the current status of

the City's grants and appropriations program.
On behalf of City Manager Dan Dugger

10. **Regular Agenda**

A. Proposed Ordinance No. 26-028- Second Reading, an ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 1, Article II, "Definitions," to create a Personal Instruction and Consultation Services use classification; and amending Chapter 3, Article IV, "Use Regulations," to amend the Use Matrix and Use Footnotes to establish the zoning districts in which the use is permitted or conditional; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.
Staff recommends approval of Proposed Ordinance 26-028 at second reading.

B. Receive the City Attorney's Office FY 2025-26 Year-End Report and conduct the annual performance evaluation of City Attorney Shawna G. Lamb.
Pursuant to the City Attorney's letter of employment, conduct the annual performance evaluation of City Attorney Shawna G. Lamb and receive the City Attorney's Office FY 2025-26 Year-End Report. This will be Ms. Lamb's fourth performance evaluation.

C. Conduct annual performance evaluation for Daniel Dugger, City Manager.
Pursuant to the City Manager's appointment agreement, the City Commission will provide the City Manager with a performance evaluation no less than annually. This will be Mr. Dugger's fourth performance evaluation.

D. Receive a presentation and discuss the City's existing agreements with Flock Safety, review options identified by the City Attorney's Office concerning those agreements, discuss the Police Department's operational use of ALPR technology, and provide direction regarding continuation, modification, replacement, or discontinuation of the ALPR program.
Direction requested by consensus of City Commission.

11. **Future Agenda Items**

A. An Ordinance on the censure of City Commission members. **- TBD**

Requested by City Commission consensus.

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

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

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: 10/20/2026

Announcement of the 2026 Boynton Beach Pirate Fest

Requested Action: Pirate Fest takes over Downtown Boynton Beach for two days of FREE family-friendly fun, starting on Halloween!

Join us Saturday, October 31, from 12 p.m. to 10:00 p.m. and Sunday, November 1, from 12 p.m. to 6 p.m. Trick-or-treat your way through Pirate Fest on Halloween, meet live mermaids, catch pirate shows and roaming performers, enjoy live music, explore the Enchanted Market, and grab a bite from food vendors. And once the sun goes down, the Haunted Trail awaits!

Come in costume and spend Halloween with us on Saturday, keep the adventure going on Sunday, or join us for both days. With so much to see and do, there's no better place to set sail this Halloween weekend. See you there!

Explanation of Request: Announce of the 2026 Boynton Beach Pirate Fest

How will this affect city programs or services?

Full Road Closures, Thursday, October 29th at 7:00 am until Monday, November 2nd when vendors (stages, etc.) have loaded out.

East Ocean Avenue from Seacrest Blvd. to NE 3rd st. - Hard Close
SE 1st Avenue from Seacrest Blvd. to SE 1st st. - Hard Close
NE 1st St., from NE 1st Avenue to SE 1st Avenue - Soft Close@ NE1st Avenue to allow vendors to drive in and unload

Budgeted Item: Yes

Account Line Item and Description: 001-1213-519-48.24, Special Events

Fiscal Impact: The event was budgeted for within the Events Division Budget. The event is free to the public.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-184- Appointing a City of Boynton Beach Elected Official to the local Affordable Housing Advisory Committee (AHAC) pursuant to section 420.9076, Florida Statutes, State Housing Initiatives Partnership Program. The current representative is former Commissioner Woodrow Hay, and the alternate is Commissioner Angela Cruz.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-184.

Explanation of Request: The City of Boynton Beach receives an allocation of funds through the State Housing Initiatives Partnership (SHIP) Program.

Pursuant to section 420.9072, Florida Statutes, which created the AHAC. The local governing board of municipalities participating in the SHIP Program shall appoint one locally elected official to its local AHAC. The locally elected official appointed to the local AHAC must attend biannual regional workshops convened and administered by the Affordable Housing Catalyst Program. In addition, the AHAC meets at least 2 times annually to review affordable housing incentives set by the SHIP program in the following areas:

(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in section 163.3177(6)(f)3, Florida Statutes.

(b) All allowable fee waivers provided for the development or construction of affordable housing.

(c) The allowance of flexibility in densities for affordable housing.

(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

(e) Affordable accessory residential units.

(f) The reduction of parking and setback requirements for affordable housing.

(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

(h) The modification of street requirements for affordable housing.

(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

(k) The support of development near transportation hubs, major employment centers, and mixed-use developments.

The current representative is former Commissioner Woodrow Hay, and the alternate is Commissioner Angela Cruz.

How will this affect city programs or services? If the locally elected official or a locally elected designee fails to attend three consecutive regional workshops, the corporation may withhold funds.

Fiscal Impact: Failure to appoint an elected official could affect the City's ability to receive SHIP funds.

Attachments:
R26-184 Agenda_Item_5059-2026_Resolution_for_Appointing_Representative_to_Affordable_Housing_Advisory_Committe (1).docx

RESOLUTION NO. R26-184

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE LOCAL AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC), AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach receives an allocation of funds through the State Housing Initiatives Partnership (SHIP) Program. Pursuant to section 420.9072, Florida Statutes, which created the Affordable Housing Advisory Committee ("AHAC"). The local governing board of municipalities participating in the SHIP Program shall appoint one locally elected official to its local AHAC. The locally elected official appointed to the local AHAC must attend biannual regional workshops convened and administered by the Affordable Housing Catalyst Program. In addition, the AHAC meets at least 2 times annually to review affordable housing incentives set by the SHIP program; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following-named individuals such right and honor of service.

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 appoint _____ as a representative to the local Affordable Housing Advisory Committee and appoints _____ as alternate representative.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-184

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

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_October 20.docx
Mario Lopez Pisani - Art Advisory Board.pdf
Eric Perna - Art Advisory Board.pdf
Andria Powell - Education & Youth Advisory Board.pdf
Yolanda Robinson - Education & Youth Advisory Board.pdf
Ann Cwynar - Senior Advisory Board.pdf
Joe Josemond - Senior Advisory Board.pdf
Rhonda Rogers - Senior Advisory Board.pdf

Advisory Board Vacancies October 20, 2026

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

II	McCray	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: Eric Perna

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: Andria Powell
Yolanda Robinson

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

IV	Kelley	Regular	Vacant
Vice Mayor	Turkin	Alternate	Vacant

Applicants: None

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

II	McCray	Alternate	Vacant

Applicants: None

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

II	McCray	Alternate	Vacant

Applicants: None

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

II	McCray	Alternate	Vacant

Applicants: Ann Cwynar
Joe Josemond
Rhonda Rogers
Nancy McNamara

Applications Received

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

Advisory Board Appointment Application

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

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

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

Today's Date *

9/28/2026

First Name *

Mario

Last Name *

Lopez Pisani

Phone Number *

5614250114

Email *

mario.lopezpisani@gmail.com

Date of Birth *

11/14/1991

Street Address *

6210 WALLIS RD APT C-206

Street Address 2

City *

WEST PALM BEACH

State *

FL

Zip Code *

33413

Country *

United States

Current occupation or, if retired prior occupation

Public Art Curator

Education

Bachelor of Fine Arts

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

( ) Yes (•) No

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

○ Yes ◉ No

If Yes, Name of Business

N/A

Are you currently serving on a City board? *

○ Yes ◉ No

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

○ Yes ◉ No

If Yes, which board(s) and when?

N/A

Have you ever been convicted of a crime? *

○ Yes ◉ No

If Yes, when and where?

N/A

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Art Advisory Board

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

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

◉ Yes ○ No

Personal Qualifications *

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

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

Professional Memberships *

Please list any professional memberships

Florida Association of Public Art Professionals

Attachments

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

Mario Lopez Pisani_Resume.pdf 275.33KB

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

Certification *

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

Mario Lopez Pisani

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

Professional Summary

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

CORE SKILLS

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

Public Art Curator Miami, FL September 2025 – Present

City of Miami

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

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

Village of Royal Palm Beach

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

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

Holden Luntz Gallery

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

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

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

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

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

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

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

EDUCATION

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

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

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

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

COMMUNITY INVOLVEMENT

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

ACHIEVEMENTS

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

Advisory Board Appointment Application

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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 *

9/22/2026

First Name *

Eric Aaron

Last Name *

Perna

Phone Number *

5617169481

Email *

ericpernaart@gmail.com

Date of Birth *

12/5/1975

Street Address *

2444 Southridge Rd

Street Address 2

City *

Delray Beach

State *

FL

Zip Code *

33444

Country *

United States

Current occupation or, if retired prior occupation

Stylist,artist,business owner

Education

Academy of health and beauty care

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

[1815 S Federal Hwy ste 3 & 4, Boynton Beach, FL 33435
Salon South flow by Resta

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. ,

Eric A. Perna , artist ,musician, stylist. Boynton Beach business owner CRA member business

Permanent installation at the Brazilian Embassy in Miami
Permanent installation at The Arts Garage in Delray Beach

Exhibit at Artopia at Art Basel Miami
Exhibit at Project Earth in Ft. Lauderdale
Exhibit at FAU Brazilian film festival
Exhibit at The Box Gallery
Exhibit at the Arts Garage
Owned and managed The Beat Cup Cafe on Linton blv Delray Beach, an incubator for art, music and culture.
Volunteered at The Arts Garage, Delray Youth Group, Miami mission, Sunrise shelter and Artoctober fest in Pineapple Grove

Artist Statement

Every day Eric A. Perna renews the lens through which he views people, places, things... and life.
Perna is very much self-educated, insatiably intrigued by human behavior. Turning to art at 16, he unleashed his perceptive observations, and adventurous spirit through his canvas
Raised by his grandparents in Brasilia, Brazil, and a product of teen parents from opposite sides of the track ,Perna recalls repeatedly experiencing feeling like an outsider. Both a blessing and a curse, Perna is able to appreciate the beauty in the pain and struggles of daily existence. By manipulating a basic inventory of forms, Perna's paintings begin as problem-finding studies in black lines drawn on an empty canvas. A bridge with old peeling graffiti and tattered posters becomes the outline of a figure... connected to a memory. Once the full figure appears, a story is told through a very tactical process of layering and elimination, delivering to the viewer the point that life is at once stressful and pleasurable.
"I see in a pile of rocks as one would see imagery in the clouds. Everything is a cloud, to me."
Influenced by the beautiful architecture of Brasilia, and the ethereal imagery of the bible, combined with his detailed memory of common workers and children selling candy on the streets in the surrounding areas, Perna's art tells the story of perspective, tragedy, and human representation

Professional Memberships *

Please list any professional memberships

No membership

Attachments

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

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Certification *

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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 *

9/26/2026

First Name *

Andria

Last Name *

Powell

Phone Number *

5618013209

Email *

andria@autismsensoryenvironment.com

Date of Birth *

11/27/1970

Street Address *

7988 Red Mahogany Road

Street Address 2

City *

Boynton Beach

State *

FL

Zip Code *

33437-7530

Country *

United States

Current occupation or, if retired prior occupation

CEO JASE Center

Education

Masters

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

My business is in unincorporated Boynton Beach. However, the clients that i service (parents/children) live within the city limits.

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.

Education and Youth Advisory Board

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

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

• Yes ○ No

Personal Qualifications*

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

I bring a diverse background in education, technology, business, and community advocacy. I hold bachelor's degrees in Business Education and Computer Information Systems, as well as a Master of Accounting, and my professional career has included experience as an educator, programmer analyst, and financial leader.
I am also the Founder and CEO of JASE, an inclusive learning and enrichment center located in Boynton Beach. Through JASE, I work directly with and serve children and families in the Boynton Beach community, including children with diverse learning and developmental needs.

As the parent of a child living with autism, I also have firsthand experience navigating the educational system, including IEPs, accommodations, school services, and advocating for a child whose needs may not always fit a traditional educational model.

My combination of professional leadership, education, technology, entrepreneurship, direct service to Boynton Beach families, and lived experience as a parent would allow me to bring a practical and informed perspective to the Education Advisory Board. I am particularly interested in helping ensure that all children have access to educational opportunities and resources that recognize the different ways they learn and develop.

Professional Memberships*

Please list any professional memberships

Entreprenista League – Member
Entreprenista Expert Council – Council Member
Peachtree Corners Accelerator – Cohort Member
Called to Lead – Member

Attachments

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

Andria Pitterson Resume 25.docx 18.51KB

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- I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Andria Pitterson-Powell, MAC
Boynton Beach, FL • 954-234-9633 • Andria.apowell@gmail.com

PROFILE

Strategic and results-driven Accounting and Finance Leader with 20+ years of experience in construction, development, and real estate accounting. Demonstrated success in building scalable systems, ensuring GAAP compliance, and driving operational efficiency across multi-million-dollar portfolios. Expert in job-cost accounting, project budgeting, WIP analysis, and team leadership. Recognized for leading system integrations that streamline reporting and enhance financial transparency. Collaborative partner to operations and construction teams, providing strategic insights that drive profitable decision-making.

CORE COMPETENCIES

Construction Accounting • GAAP Compliance • Budgeting & Forecasting • Job Costing & WIP • Project Controls • Process Automation • Cash Flow Management • ERP Implementation • Vendor & Subcontractor Oversight • Leadership & Team Development • Cross-Functional Collaboration

PROFESSIONAL EXPERIENCE

SROA Capital, LLC – *West Palm Beach, FL*
Construction Controller | *April 2023 – March 2023*

- Lead full-cycle construction accounting operations for over $150M in active development projects across multiple states.
- Manage a team of 10 accounting professionals, overseeing AP, AR, budgeting, forecasting, and cash management.
- Partner with project managers, fund controllers, and facilities teams to ensure accurate job costing and GAAP-compliant reporting.
- Develop and maintain monthly WIP schedules, draw requests, and budget variance analysis to support executive decision-making.
- Monitor and reconcile construction spend vs. capital allocations to maintain budget integrity and timely project delivery.
- Key Achievement: Spearheaded implementation of Yardi Construction Manager, automating contracts, invoice approvals, and job-cost reporting, resulting in a 40% increase in efficiency and reporting accuracy.

Lebolo Construction Management – *Boynton Beach, FL*
Controller | *May 2019 – April 2023*

- Directed accounting operations for $50M+ in public, federal and private construction projects, including WIP forecasting, payroll, and cash flow management.
- Managed contract reviews, change orders, and audit preparation for federal and state-funded projects.

- Designed and implemented integrated systems (Sage 300 CRE, Procore, Textura) to unify project financials and improve visibility.
- Key Achievement: Transitioned multiple accounting systems into a fully integrated construction finance platform, improving audit readiness and reducing reporting time by 30%.

Keenan Development – *Ft. Lauderdale, FL*
Senior Property & Construction Accountant | *June 2015 – May 2019*

- Managed closings, budgets, account analysis, CAM reconciliations, and lease reporting.
- Supervised staff accountants, ensuring accuracy in project budgets, draws, and reconciliations.
- Key Achievement: Enhanced lease reporting and tenant billing systems, resulting in more reliable cash flow projections.

Sobel Co – *Boca Raton, FL*
Construction Cost Accountant | *Aug 2010 – June 2015*

- Prepared financial statements, job-cost reports, and construction budgets for residential and commercial projects.
- Oversaw vendor payments and ensured compliance with contracts and lien waivers.
- Key Achievement: Led integration of builder, purchasing, and accounting systems, cutting manual work by 25%.

LOC-AID Technologies – *Boca Raton, FL*
Senior Accountant | *Mar 2008 – Nov 2009*

- Managed full-cycle accounting, payroll, and HR functions for a technology startup.
- Key Achievement: Developed Excel-based forecasting models adopted by executives for pro forma planning.

PBM Development – *Boca Raton, FL*
Senior Accountant | *May 2006 – Mar 2008*

- Oversaw construction and hospitality accounting for a $25M portfolio, including reconciliations and consolidations.
- Supported tax compliance and cash flow forecasting.
- Key Achievement: Transitioned company from QuickBooks to Timberline, improving reporting consistency.

EDUCATION

Master of Accounting (MAC) – Florida Atlantic University, Boca Raton, FL
Bachelor of Business Administration – Computer Information Systems – Florida Atlantic University, Boca Raton, FL
Bachelor of Science – Education – University of Technology, Kingston, Jamaica

TECHNICAL SKILLS

Accounting & ERP Systems: Sage 300 Construction and Real Estate (CRE), Sage Paperless Construction, Sage 50 Accounting, QuickBooks, Oracle

Construction & Project Management Software: Yardi (Voyager, Elevate, Construction Manager), Procore, Foundation Software, Builder 1440, BuilderMT, Sales Simplicity, Docuvault, Sage Paperless

Database & Reporting Tools: SQL, Microsoft Excel (Advanced), Microsoft Access

Productivity & Document Management: Adobe Acrobat, Microsoft Office Suite

LEADERSHIP & ADVOCACY

Founder & Director – *Dynamic Outcomes for Exceptional Students (DOES)* | 2020–Present
Founded 501(c)(3) nonprofit supporting autism awareness, family inclusion, and access to sensory resources.

Owner & Director – *Jasen Autism Sensory Environment (JASE)* | 2022–Present
Established sensory-focused environment for children with autism, providing resources for learning, communication, and regulation.

Advisory Board Appointment Application

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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 *

9/23/2026

First Name *

Yolanda

Last Name *

Robinson

Phone Number *

5614549704

Email *

yrobinson17@gmail.com

Date of Birth *

9/27/1980

Street Address *

2071 NW 2nd Court

Street Address 2

City *

Boynton Beach

State *

Fl

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Special Education Advocate , Realtor

Education

Some College

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

Strong Parents Strong Voices, Inc. (501(c)(3) nonprofit)

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.

Education and Youth Advisory Board

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

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

(•) Yes ( ) No

Personal Qualifications*

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

I am the founder and executive director of Strong Parents Strong Voices, a nonprofit serving families in Boynton Beach and beyond. For 27 years, I have advocated for children with disabilities—first as a parent, and now alongside other families who need someone to help them understand their options and be heard. I am raising a young son with significant support needs, so I know what it means to fight for appropriate services while managing the daily realities of caregiving.

My education includes coursework at Palm Beach State College and Southern New Hampshire University. I have raised children who earned college degrees and pursued graduate study. I have also helped numerous students with disabilities prepare for and enter college, teaching families about accommodations, transition planning, and opportunities they did not know were available.

This work is happening here in Boynton Beach. Through my nonprofit, I help families address IEPs, 504 plans, school safety, disability services, and barriers to inclusion. I have organized community resource events, connected families with service providers, and brought concerns about accessibility and support directly to the City Commission.

I would bring the Education and Youth Advisory Board more than a résumé. I would bring the lived experience of a parent, the perspective of families I serve, and a record of turning community concerns into action. I am prepared to ask difficult questions, listen to young people and parents, and help develop practical recommendations so students of every ability have a genuine opportunity to succeed.

Professional Memberships*

Please list any professional memberships

Council of Parent Attorneys and Advocates (COPAA); Georgia Association of REALTORS®.

Attachments

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

Yolanda_Robinson_Boynton_Beach_Board_Qualifications.pdf 3.78MB

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Certification *

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- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

YOLANDA ROBINSON

Education and Youth Advisory Board | Supplemental Qualifications

Boynton Beach native • Founder & Executive Director, Strong Parents Strong Voices

WHY I SERVE

I was born and raised in Boynton Beach. After years of advocating for my own children and for other families, I saw a clear need here for stronger disability inclusion, education advocacy, and community connection. My work is grounded in 27 years of lived experience and in direct conversations with local parents who want their children to be safe, included, and prepared for the future.

COMMUNITY LEADERSHIP AND IMPACT

- Founded Strong Parents Strong Voices, a 501(c)(3) nonprofit that serves families, including numerous families within Boynton Beach, through special education advocacy and resource connections.
- Guide families through IEPs, 504 plans, evaluations, school safety concerns, disability services, and the transition from school into adulthood.
- Supported numerous students with disabilities as they prepared for and entered college; equip families to understand accommodations, transition planning, and postsecondary options.
- Organized Boynton Beach autism and caregiver resource events that brought families, service providers, and community partners together.
- Addressed the Boynton Beach City Commission on disability inclusion and advocated for more accessible programs, sensory supports, and opportunities for children with disabilities.

PROFESSIONAL EXPERIENCE AND EDUCATION

- Certified Medical Assistant with experience working in a correctional setting; HIV advocate; special education and IEP/504 advocate.
- Georgia licensed real estate professional; Florida real estate license pending; founder and nonprofit leader.
- College coursework at Palm Beach State College and Southern New Hampshire University; member of the Council of Parent Attorneys and Advocates (COPAA).
- Raised children who earned college degrees and pursued graduate study, while supporting other young people on their educational paths.

WHAT I WOULD BRING TO THE BOARD

I would bring the perspective of a Boynton Beach native, a parent, and an advocate who works directly with families. I believe in listening to young people and parents, bringing people together across the community, and making practical recommendations that expand access, safety, inclusion, and opportunity for every student.

COMMUNITY WORK IN BOYNTON BEACH

Event photographs and materials from Strong Parents Strong Voices

These images show community outreach, sensory-inclusive programming, and caregiver resources connected to my work in Boynton Beach.



Community outreach

A Strong Parents Strong Voices resource table at a community back-to-school event.



Autism Day in the Park

Children taking part in sensory play at the April 2026 event in Boynton Beach.



First responder engagement

Speaking with a public safety captain at the autism community event.



Caregiver resource event

Event material for the August 2026 gathering at the Boynton Beach Police Department.

Additional event documentation and references are available upon request.

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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 *

9/24/2026

First Name *

Ann

Last Name *

Cwynar

Phone Number *

5612369445

Email *

amc@instasign.com

Date of Birth *

7/26/1949

Street Address *

2701 SW 8th Street

Street Address 2

City *

Boynton Beach

State *

FL

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Retired

Education

Bachelors degree from Kent State University

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?

Senior Advisory Board from 2022-2024

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.

Senior Advisory Board

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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. ,

As a long-time city resident since 1975, I have with deep roots in the community and a strong commitment to serving older adults. I am retired after a 30 year teaching career. I will bring strong communication, organizational, and problem-solving skills developed through decades of classroom leadership and working with diverse families. I successfully raised a family while remaining actively engaged in public service, including prior service on a state board-the Education Practices Commission from 2006-2016 and the local Senior Advisory Board from 2022-2024. My experience offers firsthand understanding of the challenges facing seniors and I will work cooperatively with the board to help solve problems that seniors are facing in our community.

Professional Memberships *

Please list any professional memberships

I do not have any professional memberships at this time.

Attachments

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

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Certification *

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○ I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

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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 *

9/28/2026

First Name *

Joe

Last Name *

Josemond

Phone Number *

5615438531

Email *

jjosemond@gmail.com

Date of Birth *

3/20/1990

Street Address *

570 Manatee Bay Dr

Street Address 2

City *

Boynton Beach

State *

Fl

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Administrator

Education

MPA

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?

CRA

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.

Senior Advisory Board

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

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

Yes No

Personal Qualifications *

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

I serve as Chief Parking Facilities Administrator for the City of Delray Beach, where I oversee staff, public facilities, vendor coordination, budgets, and services that residents use every day. This work has strengthened my ability to review policies, solve problems, manage public resources responsibly, and work with people who hold different views.
I also organize community meetings in Boynton Beach that bring residents and public officials together to discuss local issues. I listen to concerns, ask questions, and follow up on matters that affect the community. I would bring that practical experience, accountability, and commitment to public service to this board.

Professional Memberships *

Please list any professional memberships

1.Freemason — DePaul Lodge 581, Tallahassee, FL
2.Certified Parking Professional (CPP) — active certification
3. FAMU Allied Health, Tallahassee, Fl

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.

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 *

10/5/2026

First Name *

Rhonda

Last Name *

Rogers

Phone Number *

5613120539

Email *

info@rhondaspromise.org

Date of Birth *

8/22/1969

Street Address *

3349 S Federal Hwy

Street Address 2

D

City *

Boynton Beach

State *

Florida

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Founder of Rhonda's Promise

Education

College Graduate BS in Business

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

Rhonda's Promise

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.

Senior Advisory Board

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

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

(•) Yes ( ) No

Personal Qualifications*

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

I have a passion for senior citizens and have been running a very active senior club in Delray Beach for years and have brought senior programming to the Senior Center in Boynton Beach.

Professional Memberships*

Please list any professional memberships

I'm a member of Delta Sigma Theta Sorority, United Way of Palm Beach County Women United, Executive Women of Palm Beach County and Leadership Palm Beach County.

Attachments

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

Rhonda Rogers Personal Resume 2026.pdf 104.34KB

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.



RHONDA MACK ROGERS

CONTACT

561-312-0539

rhonda_rogers1@yahoo.com

www.rhondaconsults.com

www.linkedin.com/in/rhonda-d-rogers-cpp-31580a15

EDUCATION

Bachelor of Science

Business Administration, Cum Laude

Palm Beach Atlantic University

CERTIFICATION

Certified Program Planner (CPP)

LERN Institute

SKILLS

- Data collecting, report writing, and evaluation techniques.
- Contract monitoring and program evaluation.
- Communication, presentation, and facilitation skills
- Manage and supervise staff and programs
- Program development and supervision
- Training skills and public speaking skills
- Donor acquisition, in-person, and online fundraising.
- Knowledge and ability to resolve conflicts in a constructive manner.
- Collaborates well with diverse staff within a multicultural environment.
- Ability to plan and coordinate activities with community-based organizations.

EXECUTIVE SUMMARY

Visionary and results-driven Nonprofit Executive Director with over 32 years of experience leading organizations to achieve mission-driven goals. Proven track record in securing grant funding, cultivating community partnerships, and strategic planning. Dedicated to driving social change through effective, empathetic leadership.

PROFESSIONAL SUMMARY

Extensive skills in developing programs that guide children and youth into successful adulthood. A proven track record in assisting agencies in implementing their mission and goals by taking an active leadership role. Dedicated to achieving positive outcomes for children and youth and the organization. A devoted advocate for children, youth, and family programs. The Founder and Executive Director of Rhonda's Promise, Inc. and Rhonda Consults.

WORK HISTORY

November 2024 - Present

Executive Director, Rhonda's Promise, Inc.

- Provides leadership for organizational operations.
- Works Closely and Collaboratively with the Board of Directors on compliance and fundraising
- Improves organizational efficiency by 50% through implementing new, automated, and streamlined reporting systems.
- Fundraising & Grant Management: Successfully increased organizational budget by 25% in one year.
- Strategic Planning: Developed 3-year strategic plans to expand program reach.
- Team Leadership: Improved volunteer retention by 50%.
- Community Engagement: Built, fostered, and maintained key stakeholder relationships.
- Spearheaded a fundraising campaign that increased donations by 40% in one year.
- Collaborated with community partners to launch innovative programs, serving over 250 individuals annually.

October 2021 – October 2024

Executive Director, West Palm Beach Center for Arts & Technology

- Led the daily operations of the nonprofit.
- Managed the program director, fund development consultant and four program activities.
- Developed and implemented four innovative programs for the organization with a graduation rate of 80%.
- Managed the operating and program budgets.
- Researched and secured funding; raising over $500,000.
- Directed and coordinated volunteers at special events.
- Managed social media sites and all marketing aspects.
- Oversaw the Board Development activities and recruitment.
- Served as a fundraiser and special event planner, overseeing all aspects of fund development.

WORK HISTORY (CONT.)

April 2016 – August 2021
Chief Executive Officer & President, Lake Worth West Resident Planning Group, Inc. (now Family Impact Palm Beach County)

- Supervised staff of 18 to ensure the needs of the community were met through the BRIDGES Program
- Oversee the Parent Child+ Program and staff; ensuring objectives were achieved.
- Managed the College Prep Academy staff, youth, and program deliverables.
- Oversee coordination of programs, services, and funding priorities available to the community.
- Developed and coordinated strategic partnerships within Lake Worth West and surrounding areas.
- Ensured that family and community outreach, family and community engagement, and navigation of families to services are being provided.
- Developed and recommended a yearly budget for the board of directors' approval and managed organization's resources within those budget guidelines.
- Initially all check requisitions before checks are written. Signed all checks with proper documentation. Ensured that all data
- and reports were submitted in a timely manner.
- Reviewed all insurance policies to ensure policies were current, updated and the best premiums contracted.
- Provided editorial direction for all publications and distribution channels.
- Ensured facility was clean, safe, and met all code enforcement regulations.
- Ensured minivans were maintained and in safe running condition.
- Managed all personnel issues regarding staff.
- Directed and coordinated staff and volunteers at special events conducted throughout the year.
- Responsible for developing fundraising plans, designing fundraising events, obtaining sponsorships, maintaining relationships with sponsors/donors, and providing fundraising status reports.

January 2009 – April 2016
Director of Community Engagement & Supports, Prime Time Palm Beach County

- Managed and directed the Community Engagement & Supports staff of four.
- Directed and managed contracts totaling 2.5 million dollars through program expanded learning opportunities and the resource center to augment afterschool program quality and eliminate any duplication of effort.
- Identified and cultivated new community partnerships to offer content-specific programs and expanded learning opportunities to the children and youth in afterschool programs through a detailed procurement process.
- Oversee the coordination for Prime Time Palm Beach County Afterschool Consortium/Network events and identify appropriate venues and speakers for the monthly meetings.
- Planned, coordinated, and facilitated quarterly expanded learning opportunity partner meetings.
- Conducted and documented regular programmatic site visits to assess expanded learning opportunities implementation, contract compliance, and fidelity.
- Conducted and documented annual contract monitoring of the expanded learning opportunity provider agency in partnership with the CFO.
- Oversee the quality assurance of Prime Time's data and reports for the 20 expanded learning opportunities providers.
- Reviewed monthly-expanded learning opportunity data and surveys with the Director of Research for the purpose of continuous improvement and technical assistance.

REFERENCES

Furnish Upon Request

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-157- Ratifying the submission of an application for the FY26-27 Human Trafficking Grant Program - Law Enforcement Technology through the Florida Alliance to End Human Trafficking in the amount of $299,109.00 and authorizing the City to accept the grant, if awarded, authorizing the Mayor, City Manager and/or Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

Requested Action:

Staff recommend approval of the proposed Resolution No. R26-157.

Explanation of Request:

The Florida Alliance to End Human Trafficking serves as the Direct Support Organization (DSO) to the Statewide Council on Human Trafficking (Council). At the direction of the Council, the Florida Alliance to End Human Trafficking is issuing a grant to support law enforcement agency efforts in fighting human trafficking.

The grant application was submitted on September 16, 2026. If awarded, funds will allow the City of Boynton Beach Police Department (BBPD) to strengthen its ability to investigate human trafficking and exploitation by sustaining critical digital forensic technologies and expanding the investigative and forensic capacity of its Human Exploitation Unit (HEU) and Digital Forensics Unit.

Funding will directly support specialized digital forensic software subscriptions, dedicated forensic processing workstations, secure network storage, remote-access capability, and additional covert investigative equipment. These resources will be integrated into BBPD's existing human trafficking investigative workflow and used to acquire, process, analyze, preserve, securely review, and manage digital evidence developed during legally authorized investigations.

The project addresses two related needs: continuity of essential technology already integrated

into BBPD's investigative operations and additional capacity to manage the growing volume and complexity of digital evidence.

How will this affect city programs or services? The grant will enhance the Boynton Beach Police Department's existing human trafficking and exploitation investigative services by providing specialized technology and equipment to support the Human Exploitation Unit and Digital Forensics Unit. The funding will improve the Department's capacity to efficiently acquire, process, analyze, preserve, and securely manage digital evidence associated with legally authorized investigations. The grant will supplement existing City resources and sustain critical forensic capabilities without requiring additional City funding for the supported equipment and software.

Account Line Item and Description:

If awarded, grant account numbers will be created.

Fiscal Impact:

There is no immediate fiscal impact associated with this request, as the department is applying for grant funding under the FY26-27 Human Trafficking Grant Program. If awarded, the total estimated grant funding of $299,109.00 will be used towards the proposed initiative.

Attachments:
R26-157 Agenda Item 5018-2026 Resolution for Human Trafficking Grant Program Application.docx
Disclosures_for_Human_Trafficking_Law_Enforcement_Technology_Grant.docx
2026-27 FL Alliance Law Enforcement Technology Grant Solicitation.pdf
COBB - PD FL Alliance Law Enforcement Technology.pdf

RESOLUTION NO. R26-157

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE SUBMISSION OF AN APPLICATION FOR THE FY26-27 HUMAN TRAFFICKING GRANT PROGRAM - LAW ENFORCEMENT TECHNOLOGY THROUGH THE FLORIDA ALLIANCE TO END HUMAN TRAFFICKING IN THE AMOUNT OF $299,109.00, IF AWARDED AUTHORIZING THE CITY TO ACCEPT THE GRANT, AND AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Alliance to End Human Trafficking serves as the Direct Support Organization (DSO) to the Statewide Council on Human Trafficking (Council). At the direction of the Council, the Florida Alliance to End Human Trafficking is issuing a grant to support law enforcement agency efforts in fighting human trafficking; and

WHEREAS, the grant application was submitted on September 16, 2026. If awarded, funds will allow the City of Boynton Beach Police Department (BBPD) to strengthen its ability to investigate human trafficking and exploitation by sustaining critical digital forensic technologies and expanding the investigative and forensic capacity of its Human Exploitation Unit (HEU) and Digital Forensics Unit; and

WHEREAS, funding will directly support specialized digital forensic software subscriptions, dedicated forensic processing workstations, secure network storage, remote-access capability, and additional covert investigative equipment. These resources will be integrated into BBPD's existing human trafficking investigative workflow and used to acquire, process, analyze, preserve, securely review, and manage digital evidence developed during legally authorized investigations; and

WHEREAS, the project addresses two related needs: continuity of essential technology already integrated into BBPD's investigative operations and additional capacity to manage the growing volume and complexity of digital evidence; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the City’s application for the FY26-27 Human Trafficking Grant Program - Law Enforcement Technology through the Florida Alliance to

End Human Trafficking in the amount of $299,109.00, if awarded authorize the City to accept the Grant, and authorize the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the City's application for the FY26-27 Human Trafficking Grant Program - Law Enforcement Technology through the Florida Alliance to End Human Trafficking in the amount of $299,109.00, and if awarded, authorizes the City to accept the Grant.

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-157

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Disclosures for Human Trafficking Grant Program, Law Enforcement Technology
(Florida Alliance to End Human Trafficking, FY 2026-2027)

The Florida Alliance to End Human Trafficking, the direct support organization to the Statewide Council on Human Trafficking, awards grants of up to $300,000 to fund technology equipment and software that law enforcement agencies use to identify human trafficking victims and investigate cases. The Police Department applied for $299,109 to fund specialized digital forensic software subscriptions, dedicated forensic processing workstations, secure network storage, remote-access capability, and additional covert investigative equipment. Awards are expected to be announced on October 19, 2026. The grant agreement has not yet been issued; the essential business and legal terms stated in the solicitation are disclosed below. By approving this item, you are accepting these terms on behalf of the City.

Term	Requirement
Indemnity, Jurisdiction, and Venue	The solicitation does not address indemnification, governing law, jurisdiction, or venue. These terms will be set in the grant agreement issued upon award, which will be reviewed by the City Attorney's Office before execution. Because the Alliance is a nonprofit direct support organization rather than a state agency, the City should not agree to indemnify the Alliance beyond the limits of section 768.28, Florida Statutes.
Funding and Reimburse-ment	• This is a cost reimbursement grant. The City must first pay eligible expenses with its own funds and then request reimbursement with invoices, receipts, and proof of payment. • Only approved, properly documented expenses incurred during the twelve-month grant period are reimbursable. • The Alliance does not guarantee future funding. Recurring costs, such as software licenses and subscriptions, become the City's responsibility after the grant period.
Allowable Costs	• Funds may be used only for technology equipment and software used by the Police Department, including third-party vendor travel to install the technology and train users. • Personnel salaries and benefits, overtime, general operating expenses, training, and City travel are not reimbursable.
Public Records	• The application and all communications about the grant are subject to public review. • To protect exempt information, such as investigative techniques or surveillance capabilities, the City must submit a separate redacted copy with the statutory basis for each exemption, and must defend the exemption if it is challenged.
Future Eligibility	If the City receives an award, it may not apply in the next consecutive application period.
Data Sharing	The evaluation criteria favor applicants that will share data with other agencies, such as FDLE. Any data sharing commitment made in the application may become an obligation under the grant agreement.

FY 2026 – 2027
Human Trafficking Grant Program - Law Enforcement Technology Solicitation

DEADLINE TO APPLY: 5:00 PM EST on SEPTEMBER 16, 2026

OVERVIEW

The Florida Alliance to End Human Trafficking serves as the Direct Support Organization (DSO) to the Statewide Council on Human Trafficking (Council). At the direction of the Council, the Florida Alliance to End Human Trafficking is issuing a grant solicitation to support law enforcement agency efforts in fighting human trafficking.

PURPOSE

Human trafficking is a complex problem impacting all communities in Florida. The purpose of this funding is to support innovative solutions within law enforcement agencies to disrupt criminal networks, bring perpetrators to justice, and support victims of human trafficking.

Technology is frequently used to facilitate human trafficking. It provides opportunities for traffickers to target potential victims, conduct illicit financial transactions, and expand their criminal networks. Despite these challenges, technology is also an important tool for those who work to fight human trafficking. Technology plays a vital role in aiding investigations, enhancing prosecutions, raising awareness, providing services to victims, and identifying how trafficking networks operate.

PROGRAM ELIGIBILITY

Any state and/or law enforcement agency that resides and operates in Florida may apply to the DSO for a grant consistent with the overview and purpose as stated above. Only one application per law enforcement agency may be submitted for each application period. Grant recipients are not prohibited from applying for additional grants in subsequent application periods; however, a grantee is not permitted to apply during consecutive application periods.

AWARD AMOUNTS & AWARD PERIOD

Grant applications may include requests for funding up to $300,000 (including an award for line items in their submission that is under the total requested amount) to support law enforcement's utilization of technology to identify human trafficking victims, initiate cases, or enable or assist with investigation of human trafficking occurrences. Awards will be made for a twelve-month project period. Whereas applicants may request technology projects that require annual recurring costs, the Florida Alliance to End Human Trafficking cannot guarantee future funding.

This grant is administered as a cost reimbursement program. Grant recipients must first incur and pay eligible program expenses using their own funds and then submit requests for reimbursement. All reimbursement requests must be supported by appropriate documentation, including invoices, receipts, proof of payment, and any other records required by the Florida Alliance to End Human Trafficking. Reimbursements will be made only for approved, allowable, and properly documented expenditures incurred during the grant period and in accordance with all applicable federal and state laws, regulations, grant requirements, and financial management standards.

ALLOWABLE AND UNALLOWABLE COSTS

Grant proposals should not include requests for funding for anything outside of technology equipment or software to be utilized by the local or statewide law enforcement entity completing the grant application. Examples of allowable items under this solicitation may include but are not limited to software products

and licenses, computer equipment, other technology equipment (e.g. surveillance platforms, etc.), application software modules, and add-ons (e.g., tools/report generators, underlying technology and third-party applications). The costs associated with third-party vendor travel to install and train users is allowable under this program.

Expenditures ***not*** permissible under the grant include, but are not limited to personnel salaries and benefits, overtime, general operating expenses (i.e., rent, utilities, etc.), training, and travel expenses.

APPLICATION SUBMISSION

All questions in the grant application (**Appendix A**) must be answered in full. Please submit one electronic response per law enforcement entity in **.pdf** format to Erin Collins, Erin@FloridaAllianceEndHT.com.

PUBLIC RECORD EXEMPTIONS

All electronic and written communications pertaining to this grant program application are subject to public review. If the applicant agency considers any portion of records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure pursuant to Florida Statutes, the Florida Constitution or other authority, the applicant agency must simultaneously provide the Florida Alliance to End Human Trafficking with a separate, redacted copy (in **.pdf** format) of the response and describe in writing the basis of the exemption that the applicant agency contends is applicable to the record, including the statutory citation to any exemption created or afforded by statute. A cover page that contains the applicant entity's name and the title "Redacted Copy" must accompany the redacted version of the record. If the exemption is challenged, the submitting agency may have to defend any attempts to obtain this information by an outside source.

APPLICATION REVIEW PROCESS

All applications will be scored using the evaluation criteria provided in **Appendix B**. The Statewide Council on Human Trafficking will be involved in final funding decisions. One member of the three-person application review team will be from the Criminal Justice Committee of the Statewide Council on Human Trafficking.

AWARD TIMELINE

August 13, 2026	Human Trafficking Grant Program Solicitation distributed to local and state law enforcement, local human trafficking task forces, and related coalitions
September 16, 2026	Grant applications due to Florida Alliance to End Human Trafficking (see above for instructions on how to apply)
September 21-October 12, 2026	Review and evaluation of applications and submission of funding recommendations to the Board of Directors and the Statewide Council on Human Trafficking
October 19, 2026 *Contingent upon the Statewide Council on Human Trafficking	Final announcement of grantees and awarded amounts

APPENDIX A: GRANT APPLICATION

Please answer all questions listed below in a Word or similarly formatted document. To submit the application, save in **.pdf** format and email to Erin Collins, Erin@FloridaAllianceEndHT.com.

COVER PAGE

Applications should contain a cover page with the following:

- Applicant Agency Name – Complete Legal Name of entity for contractual purposes
- Agency Address, City, County, State, and Zip
- Primary Point-of Contact during application review (Name, Position Title, Phone, and Email)
- Secondary Point-of Contact during application review (Name, Position Title, Phone, and Email)
- Amount Requested

PROPOSAL NARRATIVE

Applications should clearly identify each section below:

OBJECTIVE: Provide a brief objective statement describing the intent of the program or project to be completed. An objective statement should be narrow, action oriented, tangible, timely, and measurable.

PROBLEM IDENTIFICATION: Describe the prevalence of human trafficking in your jurisdiction. Describe in detail the role your law enforcement agency plays to address human trafficking in the community. Include any relevant and recent available data on the prevalence of human trafficking cases investigated by your agency.

CURRENT RESOURCES: Describe the technology currently utilized to address human trafficking including:

- Current product name(s).
- How it is implemented within the agency to fight human trafficking.
- How long it has been in use.
- Relevant data or case examples to date.

If your law enforcement agency is not currently using any technology to address human trafficking, please explain why.

NEEDS ASSESSMENT: Describe current challenges and obstacles that will be addressed with grant funds. If the request is for funding to support existing technology, explain why the existing funding source will not suffice moving forward.

PROJECT SCOPE: Describe the law enforcement technology to be funded. Specify whether the request is for new technology or will be used to support costs associated with existing technology within your agency. If the agency is currently utilizing technology to address human trafficking, describe how the requested technology will complement the existing technology within your agency. Include a timeline of key activities and milestones.

EXPECTED OUTCOMES: Describe the projected impact that this funding will have on human trafficking initiatives.

BUDGET: Provide a budget **including budget summary narrative** to support this funding request. If the funding request will only support part of the cost associated with the technology needs, please provide details on the other sources of funding that will be utilized. An example budget is provided below.

Item Name	Narrative and Calculations	Amount Requested
Surveillance Equipment	Cameras will be used by investigators while conducting human trafficking investigations in the field. (3) cameras at $1,000 each	$3,000.00
Adobe Software License	Licenses will be used to create and complete fillable report forms. (10) licenses at $200 each	$2,000.00
Subscriptions	Membership fees for online sites.	$20,000.00
SmartCop Reporting Module	The reporting module will assist management in tracking the status of all human trafficking related cases. 1 module add-on at a flat rate	$30,000.00
Total Request:		**$55,000.00**

APPENDIX B: EVALUATION CRITERIA

Applicant:_____

Requested Amount:_____

Total Score

The reviewer will score each response independently based on the rating scale below unless otherwise noted.

For any rating under a "3", the reviewer should provide a response in the comment box regarding the deficiencies noted.

0 = Fails to meet requirements; irrelevant response; not applicable to applicant
1 = Partially meets requirements; significantly vague
2 = Meets requirements; borderline relevance, demonstrates basic understanding
3 = Meets requirements; competent descriptions; demonstrates understanding
4 = Meets requirements; substantial descriptions; advance understanding
5 = Exceeds requirement; advanced/expert descriptions; complete understanding

Objective	**Points**
1. The objective statement is narrow, action-oriented, and measurable.	
Problem Identification	**Points**
2. The application contains a detailed description of the prevalence of human trafficking in the applicant's jurisdiction.	
3. The application clearly describes the role the applicant agency plays in addressing human trafficking in the community.	
4. The application contains relevant and recent data related to human trafficking cases investigated by the applicant agency.	
Needs Assessment	**Points**
5. The application clearly describes how the proposal will improve systems to fight human trafficking, rescue victims and aid in the successful prosecution of cases.	
6. The application includes demographic data.	
Project Scope	**Points**
7. The application clearly describes the technology to be funded.	
8. The application clearly identifies whether the request is for new technology or whether funds will be used to support existing technology within the applicant agency.	
9. The application includes a timeline of key activities and milestones.	
10. The application includes a mechanism for data collected to be shared with other agencies. (e.g., Florida Department of Law Enforcement)	
Expected Outcomes	**Points**
11. The application clearly defines the expected impact the funded technology will have on human trafficking initiatives, rescuing victims and successful prosecutions.	

12. The application describes the geographical scope of the effect of use of the funded technology.	
Merits of the Application and Proposed Project	**Points**
13. Based on the information provided in the application, the project will have an immediate and positive impact toward the deterrence and elimination of human trafficking.	

Budget ("Yes" = 5 points, "No" = 0 points)	**Points**
14. The application includes additional or matching funding. (For information purposes only.)	
15. The application budget contains a narrative for each line item listed.	
16. The application budget contains calculations based on quote or researched estimate for each line item.	
17. All budget items listed are detailed in the Project Scope section.	
General ("Yes" = 5 points, "No" = 0 points)	**Points**
18. The application contains a cover page that details the applicant agency name, address, primary and second point-of-contact, and the amount requested.	

FY 2026-2027
Human Trafficking Grant Program – Law Enforcement Technology
City of Boynton Beach – Police Department

APPLICANT AGENCY – LEGAL ENTITY

City of Boynton Beach

100 East Ocean Avenue

Boynton Beach, FL. 33435

DEPARTMENT/GRANT ADMINISTRATION

City of Boynton Beach – Police Department

2100 High Ridge Road

Boynton Beach FL. 33426

PRIMARY POINT OF CONTACT

Officer Jaclyn Smith

Grants Manager

Phone: 561-742-6195

Email: smithja@bbfl.us

SECONDARY POINT OF CONTACT

Sophia Stewart

Police Budget Service Administrator.

Phone: 561-742-6117

Email: stewarts@bbfl.us

AMOUNT REQUESTED

$299,109.00

FY 2026-2027
Human Trafficking Grant Program – Law Enforcement Technology
City of Boynton Beach – Police Department

BUDGET SUMMARY

The requested funding will support the acquisition of specialized digital forensic software, remote-access technology, forensic workstations, secure network-attached storage, and field evidence-collection equipment. These resources will enhance the organization's ability to collect, preserve, process, analyze, review, and securely store digital evidence associated with criminal investigations.

Requested Software	Narrative and Calculations	Amount Requested
Cellebrite - Inseyets, UFED, and Guardian Full Bundle and Genesis	1 YR Subscription includes 3 liscenses	$85,000
Magnet Axiom, Review, and GrayKey	1 YR Subscription includes 3 liscenses	$71,220.00
Berla	1 YR Subscription includes 3 liscenses	$18,650
Splashtop	1 YR Subscription - Remote desktop solution	$480.00
	Total Software Request:	$175,350.00

Requested Hardware/Equipment	Narrative and Calculations	Amount Requested
Synology SAN w/ warranty	Secure Digital Evidence Storage	18,791.00
Sumuri Intel Forensic Workstations	Digistal forensic workstations (2 @ $49,999) Includes: Fiber marker post, fiber marker mounting PVC's (6ft+3ft), powder coated heavy duty mounting plate, ground stakes, custom 3D printed chassis, 1 12V 60Ah LiFePO battery, battery charger, wiring harness for battery and system, Axis P1265 Mk II, Sierra Wireless LX40 modem, additional support through SCCI. (2 @ $2,485)	$99,998.00
Fiber Marker Complete Camera System		$4,970.00
	Total Hardware/Equipment Request:	$123,759
	Total Project Cost Request:	$299,109.00

Budget Narrative

The organization is requesting **$299,109.00** to strengthen its digital forensic investigation and evidence-management capabilities. The requested funding will provide the specialized software, hardware, secure storage, and field technology necessary to support the full digital evidence lifecycle, from collection and extraction through forensic analysis, review, and secure storage.

Digital Forensic Software and Subscriptions – $175,350.00: The request includes one-year subscriptions for three licenses of the Cellebrite Inseyets, UFED, Guardian Full Bundle and Genesis suite; three licenses of Magnet AXIOM, Review, and GrayKey; and three licenses of Berla. These specialized forensic platforms will provide investigators and forensic personnel

with tools to process and analyze digital evidence from a variety of sources. The request also includes a one-year Splashtop subscription to provide remote desktop capabilities for authorized personnel accessing forensic resources.

Forensic Workstations – $99,998.00: The project includes two Sumuri Intel forensic workstations at $49,999 each, for a total of $99,998. These dedicated systems are designed to support the processing and examination of large volumes of digital evidence and will provide the computing capacity necessary to efficiently utilize the requested forensic software.

Secure Digital Evidence Storage – $18,791.00: Funding will provide a Synology SAN with warranty to support secure, centralized storage of digital forensic evidence and case-related data. The storage infrastructure will help accommodate the increasing volume of digital evidence generated through forensic examinations while supporting organized and secure access to authorized personnel.

Field Evidence-Collection Equipment – $4,970.00: The request includes two Fiber Marker Complete Camera Systems at $2,485 each. Each system includes a fiber marker post, mounting components, heavy-duty mounting plate, ground stakes, custom 3D-printed chassis, battery and charger, wiring harness, Axis P1265 Mk II camera, Sierra Wireless LX40 modem, and associated support. These systems will support field documentation and evidence-collection activities.

The requested funding represents the fully identified cost of the technology and equipment described above for the applicable one-year software subscription period and specified hardware purchases. The total funding request is $299,109. No additional funding source is identified for the costs included in this request; the organization is seeking grant funding to cover the listed project expenses.

This investment will provide the organization with an integrated digital forensic technology environment capable of supporting evidence acquisition, examination, analysis, review, documentation, and secure storage. The requested resources will also provide dedicated equipment and licensed software for trained personnel, helping the organization manage the growing volume and complexity of digital evidence associated with modern investigations.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-185- Ratifying the submission of the application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Occupant Protection Project, submitted on February 26, 2026, authorizing the City to accept the $25,000 grant, and authorizing the Mayor, City Manager, and Police Chief to execute all future documents associated with the Grant, subject to review by the City Attorney's office.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-185.

Explanation of Request:

The Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $25,000 in federal sub-grant funding for the 2026-2027 funding cycle under the occupant protection and child passenger safety focus area. The funding is allocated for the payment of Officer overtime to conduct enforcement operations in high-frequency traffic crashes and fatality locations. Enforcement of Florida's safety belt and child restraint laws will be accompanied with an educational opportunity to provide occupant protection information to the public.

How will this affect city programs or services?

Preventative seat belt enforcement and education campaigns assist in reducing occupant protection related to traffic crash injuries and fatalities. The Boynton Beach Police Department will review crash data to determine high frequency locations and conduct enforcement operations to raise awareness on the importance of adhering to occupant protection and child passenger safety laws.

Account Line Item and Description: Grant accounts and a project codes will be created when award executed.

Fiscal Impact: Grant funded, no fiscal impact.

Attachments:
R26-185 Agenda_Item_5062-2026_Resolution_for_FDOT_Occupant_Protection_Project_Grant.docx
Agenda Item 5062-2026 Resolution for FDOT Occupant Protection Project Grant.docx

RESOLUTION NO. R26-185

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE SUBMISSION OF THE APPLICATION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2027 HIGHWAY TRAFFIC SAFETY CONCEPT PAPER FOR THE OCCUPANT PROTECTION PROJECT, SUBMITTED ON FEBRUARY 26, 2026, AUTHORIZING THE CITY TO ACCEPT THE $25,000 GRANT, AND AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $25,000 in federal sub-grant funding for the 2026-2027 funding cycle under the occupant protection and child passenger safety focus area; and

WHEREAS, the funding is allocated for the payment of officers' overtime to conduct enforcement operations in high-frequency traffic crashes and fatality locations; and

WHEREAS, enforcement of Florida's safety belt and child restraint laws will be accompanied by an educational opportunity to provide occupant protection information to the public; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the City's application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Occupant Protection Project Grant Program in the amount of $25,000.00, authorize the City to accept the grant, and authorize the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the City's application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Occupant Protection Project Grant Program

in the amount of $25,000.00, and if awarded, authorizes the City to accept the Grant.

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-185

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R26-X

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE SUBMISSION OF THE APPLICATION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2027 HIGHWAY TRAFFIC SAFETY CONCEPT PAPER FOR THE OCCUPANT PROTECTION PROJECT, SUBMITTED ON FEBRUARY 26, 2026, AUTHORIZING THE CITY TO ACCEPT THE $25,000 GRANT, AND AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $25,000 in federal sub-grant funding for the 2026-2027 funding cycle under the occupant protection and child passenger safety focus area; and

WHEREAS, the funding is allocated for the payment of officers' overtime to conduct enforcement operations in high-frequency traffic crashes and fatality locations; and

WHEREAS, enforcement of Florida's safety belt and child restraint laws will be accompanied by an educational opportunity to provide occupant protection information to the public; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the City's application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Occupant Protection Project Grant Program in the amount of $25,000.00, authorize the City to accept the grant, and authorize the Mayor and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the City's application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Occupant Protection Project Grant Program

in the amount of $25,000.00, and if awarded, authorizes the City to accept the Grant.

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-X

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-186- Ratifying the submission of the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper for the Work Zone Safety Initiative, submitted on February 26, 2026, authorizing the City to accept the $25,000 grant, and authorizing the Mayor, City Manager, and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

Requested Action:

Staff recommends approval of Proposed Resolution No. R26-186.

Explanation of Request:

The Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $25,000 in federal sub-grant funding for the 2026-2027 funding cycle under the Work Zone Safety focus area. The funding is allocated to pay officers' overtime to conduct enforcement operations in Work Zone locations within the City of Boynton Beach. Enforcement of Florida's work zone safety laws will be accompanied by an educational opportunity to provide motorists and the public with information on safe driving practices, work zone awareness, and the importance of protecting roadway workers and other road users. The Police Department has partnered with FDOT on various traffic safety initiatives; however, this will be the first funding cycle in which the City has received dedicated funding for Work Zone Safety enforcement activities.

How will this affect city programs or services?

Preventative work zone enforcement and education activities are intended to reduce traffic crashes, injuries, and fatalities occurring in and around roadway work zones. The Boynton Beach Police Department will utilize crash data, traffic data, and information regarding active work zones to identify locations where targeted enforcement may have the greatest safety benefit. Grant-funded officer overtime will be used to conduct focused enforcement operations in designated work zones to address speeding, failure to obey traffic control devices, distracted driving, and other unsafe driving behaviors that place roadway workers and other road users at risk. Enforcement activities will be accompanied by educational opportunities to increase public awareness of work zone safety, encourage driver compliance with posted speed limits and traffic control measures, and promote safe driving practices when traveling

through work zones.

Account Line Item and Description: Grant account numbers and project code will be created.

Fiscal Impact: Grant funded, no fiscal impact.

Attachments:
R26-186 Agenda_Item_5063-2026_Resolution_for_FDOT_Work_Zone_Safety_Grant.docx
Disclosures_for_FDOT_Work_Zone_Safety_Subgrant_Agreement.docx

RESOLUTION NO. R26-186

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE SUBMISSION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2027 HIGHWAY TRAFFIC SAFETY CONCEPT PAPER FOR THE WORK ZONE SAFETY INITIATIVE, SUBMITTED ON FEBRUARY 26, 2026, AUTHORIZING THE CITY TO ACCEPT THE $25,000 GRANT, AND AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Transportation (FDOT) State Safety Office has selected the City of Boynton Beach to receive $25,000 in federal sub-grant funding for the 2026-2027 funding cycle under the Work Zone Safety focus area. The funding is allocated for the payment of officers' overtime to conduct enforcement operations in Work Zone locations within the City of Boynton Beach; and

WHEREAS, enforcement of Florida's work zone safety laws will be accompanied by an educational opportunity to provide motorists and the public with information on safe driving practices, work zone awareness, and the importance of protecting roadway workers and other road users; and

WHEREAS, the Police Department has partnered with FDOT on various traffic safety initiatives; however, this will be the first funding cycle in which the City has received dedicated funding for Work Zone Safety enforcement activities; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the City's application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper Grant Program in the amount of $25,000.00, authorize the City to accept the grant, authorize the Mayor, City Manager, and Police Chief to execute all future documents associated with the grant, subject to review by the City Attorney's office.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the City's application for the Florida Department of Transportation's Fiscal Year 2027 Highway Traffic Safety Concept Paper Grant Program in the amount of $25,000.00, and if awarded, authorizes the City to accept the Grant.

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-186

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Disclosures for Subgrant Agreement for Highway Traffic Safety Funds between FDOT and the City (Work Zone Safety Initiative, FDOT Project No. RS-2027-00267)

FDOT has awarded the City a $25,000 federal highway safety subgrant to fund overtime for Boynton Beach Police Department officers conducting high-visibility enforcement in active work zones, including FDOT's construction project on Boynton Beach Blvd., along with related public outreach. No City match is required. The agreement is on an FDOT form. Essential business and legal terms are disclosed below. By executing this agreement, you are accepting these terms on behalf of the City.

Term	Requirement
Indemnification	The agreement contains a one-way indemnification clause. The City is required to indemnify, defend, and hold harmless FDOT, NHTSA, FHWA, and USDOT from claims arising from the negligence, recklessness, or intentional misconduct of the City and its employees, agents, and contractors. The City's obligation is subject to the limits of section 768.28, Florida Statutes, and the agreement does not waive the City's sovereign immunity.
Jurisdiction, Venue, and Disputes	• Florida law governs. The agreement does not specify venue; under FDOT's home venue privilege, any lawsuit against FDOT would generally be brought in Leon County. • Disputes must first be submitted in writing to FDOT's Traffic Safety Administrator within 6 months after the subgrant ends, with appeal within 30 days to the Governor's Highway Safety Representative, whose decision is final. • City must continue performing in accordance with FDOT's decisions while a dispute is pending. • City waives the right to a jury trial.
Funding and Reimburse-ment	• FDOT will reimburse up to $25,000 for police overtime only. City pays costs first and then seeks reimbursement. • Costs incurred before the agreement is fully executed or after September 30, 2027 are not reimbursable. Costs above the award, or disallowed by FDOT, are the City's responsibility. • Reimbursement is subject to the availability of federal funds and annual state appropriation. • City forfeits any amount not claimed by October 31, 2027.
Use of Funds	• Grant funds cannot replace regular duty hours, and reimbursable overtime is capped at 8 hours per officer per day. • Grant funds cannot be used for red light cameras, speed cameras, or any other automated enforcement system.
Performance	• City must meet minimum objectives, including starting enforcement within 60 days, conducting at least 2 work zone enforcement operations per month, and participating in at least 6 outreach events. • If FDOT finds performance unsatisfactory, City has 5 days to submit a corrective action plan, and FDOT can withhold reimbursement until the deficiency is resolved.

	• Failure to perform, or to timely submit required reports and audits, will make the City ineligible for future FDOT highway safety funding.
Termination	• Either party may terminate for convenience on 30 days' written notice. • FDOT may suspend or terminate if the City fails to comply with the agreement, and the City must refund any amounts FDOT determines are due. • FDOT may offset any amount the City owes against payments due to the City under other FDOT agreements.
Audit and Records	City is subject to audit by FDOT and other state and federal agencies, and must retain records for five years after the audit report is issued.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-187- Approving an Interlocal Agreement with Palm Beach County for Public Safety Radio System Services with a term of five years, retroactive to November 17, 2025 governing the City's participation in and use of Palm Beach County's 800 MHz Public Safety Radio System.

Requested Action: Staff recommends approval of the proposed Resolution No. R26-187.

Explanation of Request: The Police Department is requesting approval of a new Interlocal Agreement between the City of Boynton Beach and Palm Beach County governing the City's participation in and use of Palm Beach County's 800 MHz Public Safety Radio System.

The City and Palm Beach County previously entered into Interlocal Agreement R2020-1705 in November 2020. That agreement established the operational, administrative, and financial responsibilities associated with connecting the City's public safety radio system to Palm Beach County's system and provided the City access to interoperable radio communications, Countywide common talk groups, and related system resources.

In February 2026, the City Commission adopted Resolution R26-024 approving a First Amendment intended to exercise the first five-year renewal option and extend the prior agreement through November 16, 2030. That amendment was not approved by Palm Beach County. Palm Beach County has instead provided a new Interlocal Agreement for approval.

The new agreement continues the City's participation in the County's public safety radio system and establishes a five-year term retroactive to November 17, 2025. It maintains the operational framework for interoperability between the City's system and the County system, including access to the County's SmartZone Controller, Countywide common talk groups, roaming capabilities where approved, and other related radio-system services.

The new agreement also incorporates updated provisions addressing public records, E-Verify, digital accessibility, insurance, annual appropriations, system administration, confidentiality, and other current contractual requirements.

How will this affect city programs or services? Approval of the Interlocal Agreement will allow the City to continue participating in Palm Beach County's regional public safety radio communications infrastructure and maintain interoperability between the City's 800 MHz radio system and Palm Beach County's system.

The agreement provides the operational framework necessary for City public safety personnel

to communicate with Palm Beach County agencies and other participating jurisdictions during routine operations, mutual-aid incidents, large-scale emergencies, disasters, and other multi-agency responses.

The agreement also provides access to Countywide common talk groups and permits approved roaming between the City's system and the County system. These capabilities support interoperable communications among law enforcement, fire rescue, emergency management, and other participating public safety agencies.

Approval will continue an existing service relationship and avoid disruption to the City's regional public safety radio interoperability.

Budgeted Item: Yes

Account Line Item and Description: N/A

Fiscal Impact: The City's annual charge is recalculated based on active talk-group usage, and the County's capped operations and maintenance cost may be adjusted every three years.

Attachments:
R26-187 Agenda_Item_5037-2026_Resolution_for_Public_Safety_Radio_Interlocal.docx
New Interlocal Agmt - HUB; 800 MHz radio system.pdf
Disclosures_for_PBC_800_MHz_Radio_System_Hub_Interlocal_Agreement.docx
Interlocal Agmt R2020-1705 HUB.pdf
R26-024 with First Amd - not approved by PBC.pdf

RESOLUTION NO. R26-187

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR PUBLIC SAFETY RADIO SYSTEM SERVICES WITH A TERM OF FIVE YEARS, RETROACTIVE TO NOVEMBER 17, 2025; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Police Department is requesting approval of a new Interlocal Agreement between the City of Boynton Beach and Palm Beach County governing the City's participation in and use of Palm Beach County's 800 MHz Public Safety Radio System; and

WHEREAS, the City and Palm Beach County previously entered into Interlocal Agreement R2020-1705 in November 2020. That agreement established the operational, administrative, and financial responsibilities associated with connecting the City's public safety radio system to Palm Beach County's system and provided the City access to interoperable radio communications, Countywide common talk groups, and related system resources; and

WHEREAS, in February 2026, the City Commission adopted Resolution R26-024 approving a First Amendment intended to exercise the first five-year renewal option and extend the prior agreement through November 16, 2030. That amendment was not approved by Palm Beach County. Palm Beach County has instead provided a new Interlocal Agreement for approval; and

WHEREAS, the new agreement continues the City's participation in the County's public safety radio system and establishes a five-year term retroactive to November 17, 2025. It maintains the operational framework for interoperability between the City's system and the County system, including access to the County's SmartZone Controller, Countywide common talk groups, roaming capabilities where approved, and other related radio-system services; and

WHEREAS, the new agreement also incorporates updated provisions addressing public records, E-Verify, digital accessibility, insurance, annual appropriations, system administration, confidentiality, and other current contractual requirements; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Interlocal Agreement for Public Safety Radio System Services between the City and Palm Beach County.

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-187

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** (Agreement), is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida (County) and the City of Boynton Beach (City), a municipal corporation existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, the County has funded, purchased, designed, constructed, installed, and committed to the operation of a public safety radio system to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general government agencies; and

WHEREAS, the County and the City have determined that the ability to provide interoperable systems is critical to the effective and efficient provision of public safety services; and

WHEREAS, the City acknowledges that by entering into this Agreement, the City is able to save money as well as avoid costs by using the County's Master Site equipment for interoperability while maintaining its own local radio system for its internal use; and

WHEREAS, it has been determined mutually beneficial to both parties to execute this Agreement which sets forth the parameters under which the radio systems of the City and the County can be connected saving money for the taxpayers of both the County and the City as well as providing each the opportunity to receive the public safety benefits of interoperability; and

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

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

SECTION 1: PURPOSE

The purpose of this Agreement is to: 1) set forth the parameters under which the County will make specific components of its public safety radio system available to the City in order to provide for interoperable radio communications among the County, the City and other public safety entities; 2) set forth the costs of ongoing use; 3) identify the conditions of use and monitoring requirements for the Common Talk Groups established on the County System; and 4) set forth the ability of the City to participate in the operational decisions of the System.

SECTION 2: DEFINITIONS

2.01 City's System: The 800 MHz trunked radio system funded, purchased, installed, maintained and owned by the City. The City's System shall include the fixed network and field radio transmitting and receiving equipment, microwave equipment and/or leased communication transport lines as required for communications between sites, dispatch consoles, dispatch center equipment and facilities required for the operations of the City's public safety and government services functions, and the towers and physical facilities required to house and maintain the system equipment.

2.02 **Common Talk Groups:** Talk groups established on the County System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.03 **County Talk Groups:** Talk groups established on the County System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular County departments/agencies and are only available to outside entities by separate agreement.

2.04 **CRSSC:** Countywide Radio System Steering Committee established to oversee implementation of the policies established and to modify existing policies or create new policies as required over the life of the System.

2.05 **Master Site:** The location for the County's SmartZone™ Controller.

2.06 **Microwave System:** A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.

2.07 **Parties:** The entities that have executed this Agreement which include the County and the City.

2.08 **Roaming:** A feature of the County's SmartZone™ Controller that allows units from specified talk groups to register onto communications systems associated with the SmartZone™ Controller when beyond the coverage of their primary system. Additionally, these talk groups are assigned communications channels on the systems where units are registered when there is talk group activity.

2.09 **SmartZone™ Controller** or **Controller:** The SmartZone™ Controller is the central computer that controls the operation of the County System. The SmartZone™ Controller manages access to System features, functions, and talk-groups.

2.10 **System:** The public safety radio system funded, purchased, designed, constructed, installed, maintained and owned by the County. The System includes fixed transmitting and receiving equipment, a Microwave System for communications between sites, System control and management equipment, a Controller located at the Master Site, and other related equipment.

2.11 **System Manager:** An employee within the County's Electronics Services and Security Division of the Facilities Development & Operations Department responsible for day-to-day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: COUNTY SYSTEM – CITY'S APPROVED USE

3.01 **County Ownership.** The County has purchased, installed, and operates four (4) redundant SmartZone™ Controllers at its two (2) Master Sites. The County has solely funded the purchase and owns the Controllers. Under this Agreement, the County will allow the City to connect to the primary and back-up Controllers.

3.02 **City Use.** The City shall have the authority to connect and use the features and capabilities of the SmartZone™ Controller to provide interoperability between the City and other agencies as needed through the Common Talk Groups. The City shall have access authority to the SmartZone™ Controller that will allow the City to establish talk groups and subscriber units on the County System within the allotments provided by County through the System Manager. The City shall program talk groups or subscriber units for operation only to radio systems owned and operated by the City. The City shall not have access to the County Talk Groups. City access to the County's Microwave System will be by separate agreement between the County and the City.

3.03 **Scheduled Interruptions of Service.** The County shall attempt to notify the City a minimum of seventy-two (72) hours in advance of all scheduled interruptions of the SmartZone™ Controller's capabilities. The County shall make every effort to limit scheduled interruptions of the SmartZone™ Controller service to no longer than ninety (90) minutes. Scheduled interruptions of service shall occur between 2:00 a.m. and 6:00 a.m. whenever possible.

SECTION 4: CITY'S RESPONSIBILITIES

4.01 **Annual Maintenance Fees.** The City agrees to pay its pro rata fair share of the estimated annual operation and maintenance costs associated with the Controllers and associated Master Site equipment based on the number of active talk groups on the System. The annual operations and maintenance costs to be included are System administration costs (which includes personnel costs), utilities, equipment, and Controller maintenance costs (which may be outsourced or performed by the County). The calculation of the annual operations and maintenance costs are described in **Section 5** of this Agreement.

4.02 **Permitting Costs.** The City will be solely responsible for all permitting and/or licensing costs associated with that City's use of the Controller.

4.03 **Additional Equipment for Interface.** The City will be solely responsible for all costs associated with the purchase of equipment components, modules, interfacing hardware and the installation services required for the City to use the County's SmartZone™ Controllers, including but not limited to dispatch consoles.

4.04 **Additional Features.** The City shall have the authority to use private call and telephone interconnect features for the operations of their users only on the City's System. The City recognizes the County's use of the System does not include these features. As a result, additional equipment and software licenses may be required to implement these features.

4.05 **Implementation of Additional Equipment and Features.** The City agrees that only the County will connect to, expand, or otherwise modify System components which are owned by the County. The City will fund such actions to be undertaken by the County on behalf of the City pursuant to the terms of this Agreement. The City will only be financially responsible for those actions undertaken on the City's behalf when the City has agreed to the costs in writing prior to the commencement of the activity.

4.06 **Maintenance of City System.** The City shall be responsible for maintaining the equipment components that make up the City's System and the associated equipment used to interface with the County System.

4.07 **Access to Controller.** The City shall give the County twenty-four (24) hours' notice of the need to access the SmartZone™ Controller facility for routine maintenance or installation of City equipment. After hours or emergency access shall be provided through the emergency trouble reporting procedures established for the System.

SECTION 5: ANNUAL OPERATIONS AND MAINTENANCE FEES

5.01 Annual Operations and Maintenance Fee Calculation. Each year, the City shall pay a pro rata share of the County's annual operations and maintenance costs based on a capped estimate of the County's operations and maintenance costs. The County's estimated annual operations and maintenance costs are Ninety Thousand Dollars ($90,000). The fee to be paid by the City for using the SmartZone™ Controller is determined as follows: the capped estimated annual operations and maintenance costs for that fiscal year are apportioned out to the City based on the total number of active talk groups for all users connected in the same configuration.

5.01.1 Annual Adjustment to the Number of Active Talk Groups. The County shall re-calculate the apportionment of the operations and maintenance costs annually based on the number of active talk groups used by the City or by the addition and/or deletion of users in the same hub configuration.

5.01.2 Tri-Annual Adjustment to the Capped Operations and Maintenance Cost. The County's capped estimated operations and maintenance cost may be adjusted every three (3) years beginning in January 2024, and every three (3) years thereafter, (i.e. adjustments will be calculated in January 2024, 2027, 2030, 2033, etc.) and noticed to the City no later than April 1st to be effective for the County's next fiscal year beginning October 1st.

5.01.3 Billing. The County shall invoice the City for payment of annual operations and maintenance costs in October, and payment shall be due November 30th.

5.02 After-Hours Emergency Services. The County reserves the right to charge the City on a time and materials basis for any after-hours emergency trouble reports that are not the result of a failure of the SmartZone™ Controller or related subsystems or software.

SECTION 6: FREQUENCIES

The parties agree that the frequencies held by the County and the frequencies held by the City shall be separate and shall be implemented and used at the sole discretion of the individual parties.

SECTION 7: ROAMING

Roaming may be allowed between talk groups of the City's System and the County System, upon written request of the City and subject to approval of the County, in the County's sole discretion. The System Manager for the County shall review such requests for impacts on the performance and capacity of the County System and for additional costs and provide that information to the City. If approved by the County, the System Manager will provide authorization to the City, with or without conditions or use restrictions, for Roaming on the County System.

SECTION 8: GPS

8.01 GPS Feature. The City shall have the authority to implement GPS reporting from its subscriber radios to the County's SmartZone Controller and use that information for personnel tracking on the City's System. The City recognizes that the County does not currently use this feature of the County System. As a result, the City may need to purchase additional hardware and software licenses to implement the GPS feature.

8.02 Ownership. GPS hardware and software purchased by the City that resides on the City's System or dispatch center will be owned and maintained by the City. GPS hardware and/or software purchased by the City that is installed directly into the County's SmartZone Controller will become part of the County System and ownership will automatically transfer to the County at the expiration of any manufacturer warranty. After transfer of ownership, the County agrees to maintain the GPS components located at the SmartZone Controller and include them in the County's Master Service Agreement and Software Update Agreement. The County will maintain a database of active and reserved end user licenses allocable to the City. The "over the air" GPS data will be programmed to be only on the City's System and shall not roam to the County's infrastructure.

8.03 Replacement. When at the end of the useful life of any GPS hardware or software that is part of the County System, the County may choose not to replace the GPS hardware and software if there are no County users of the GPS feature.

8.04 No Responsibility for Third Party Claims. Neither the County nor the City shall be liable to each other or for any third-party claim which may arise out of implementation of the GPS tracking feature, upon whatever cause of action any claim is based. The GPS tracking feature is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

SECTION 9: COUNTY'S LIMITED OBLIGATIONS FOR CITY'S SYSTEM

9.01 Limitation. Nothing in this Agreement shall represent a commitment by the County, or shall be construed as intent by the County, to fund any portion of the City's System.

9.02 County Response Times. The County shall provide a response by a qualified technician to any failures of the SmartZone™ Controllers that impact the operation of the City's System within two (2) hours of being notified of such failure. The County shall take all possible actions to restore SmartZone™ Controller functionality to full operation without delay.

9.03 Further Limitation. Nothing in this Agreement shall represent an approval by the County of the design of the City's System. The coverage, design and performance of the City's System is solely the responsibility of the City.

SECTION 10: USE OF COUNTYWIDE COMMON TALK GROUPS AND EMS TALK GROUPS

10.01 Purpose of the Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. The Common Talk Groups are available upon request to the System Manager. They were also created to allow communication between agencies without requiring cross-programming operation talk groups in each agency's radios. Proper usage of the Common Talk Groups is defined below.

10.01.1 Scenario of usage:

1. A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).

2. The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.

3. The participating units would communicate on the Common Talk Group(s); and upon completion of the operation, the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

10.01.2 Examples of Approved Usage for Common Talk Group:

1. Working talk group for multiple agencies fighting a fire together.

2. Coordination during a police chase through multiple jurisdictions.

3. Coordination during disaster recovery.

4. Coordination for a special event which requires participation of multiple agencies and disciplines (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).

5. Coordination for scene security and establishment of landing zone for aircraft.

In addition, the Common Talk Groups could be used by any agency experiencing catastrophic failures of their own communication system for a predetermined amount of time. In order to use the Common Talk Groups for this situation, the agency must obtain the permission of the System Manager. Once approved by the System Manager, the Common Talk Groups could be temporarily used until repair of the agency's communication system is complete.

10.02 Limitation. The Common Talk Groups shall not be used for everyday routine communications.

10.02.1 Examples of Improper Use:

1. As an extra talk group for agencies that have cross-programming agreements and duplicate talk groups programmed into their radios.

2. To provide an extra working talk-group for a single agency supporting a special event or operation (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).

3. As an additional dispatch, administrative, or car-to-car talk-group for use by a single agency.

10.03 EMS Talk Group. The EMS Talk Group was implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups is defined below.

10.03.1 Scenario of Usage. City owned EMS units operating on the System will contact hospitals directly by selecting the specific talk group assigned to that hospital. Any EMS

units not on 800 MHz should contact County Fire Rescue dispatch on Med 8 and will in turn be patched to the appropriate hospital.

SECTION 11: LIABILITY

11.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County System. The City has decided to enter into this Agreement and use the County System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the City with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the City.

11.02 No Waiver of Sovereign Immunity. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or City pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence, and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

11.03 No Responsibility for Third Party Claims. Neither the County nor the City shall be liable to each other or for any third-party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

11.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all other remedies with respect to each other, including, but not limited to, consequential and special damages.

11.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 11A: INSURANCE

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

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

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

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

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

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

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

- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

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

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

SECTION 12: TERM OF AGREEMENT

12.01 Initial Term. The term of this Agreement is for five (5) years and shall be retroactive to November 17, 2025, effective upon the approval and execution by both parties.

12.02 Renewals. This Agreement may be renewed for two (2) additional terms of five (5) years each. At least eight (8) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties.

SECTION 13: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment signed by both parties.

SECTION 14: TERMINATION

14.01 Default Termination. Subject to the renewal provisions of Section 12.02, the County can only terminate this Agreement as a result of any default of the City pursuant to this Agreement.

14.02 Termination for Convenience. The City may terminate the Agreement with sixty (60) days' notice to the County. All improvements made to the County's SmartZone™ Controller and related subsystems by the City, or on the City's behalf, shall remain part of the County's equipment where installed and ownership shall transfer to the County. If the City terminates this Agreement, no portion of the fees paid under **Section 5** will be reimbursed.

SECTION 15: ADMINISTRATION

15.01 System Manager. The Palm Beach County Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division, a position with the title of System Manager will be the City's day-to-day contact and can be reached at 561-233-0837. The Electronic Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact shall be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

15.02 CRSSC. The administrative policies for the SmartZone™ Controller shall be established by the CRSSC. The County and the City agree to abide by the policies established.

15.03 City Representation on the CRSSC. The City shall assign a single representative to attend the CRSSC user committee meetings for each of the law enforcement, fire rescue and public works disciplines for which the City has subscriber units programmed on the System. Participants at these meetings will discuss all System maintenance and administration issues. Non-critical problems or suggested changes shall be presented at the meetings. As agreed to by the user committee members, issues discussed at the meetings shall be forwarded to the System Manager for final approval.

15.04 CRSSC Policies and Procedures. The City shall be responsible for adhering to the policies and procedures established for System use. Should the City not follow the established procedures, there shall be three (3) warnings before corrective action is taken. The CRSSC shall have the authority to direct the System Manager to implement modification to the network, including disabling units or disabling access to the System.

15.05 County Confidential Information. The City shall receive certain access codes to the System. The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. The City shall be responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. Service staff directly employed by the City shall be considered authorized to receive access and programming codes for the maintenance of the City's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the City plans to use commercial services for its system or subscriber unit maintenance, the City must include confidentiality requirements in its contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

15.05.1 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County System, unless they meet the requirements of **Sections 15.05.2** and/or **15.05.3** below. If the City does not have employees capable of programming City radio equipment or prefers to have others program City radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program City radio equipment under the terms of a separate agreement.

15.05.2 County Review of Existing Service Provider Agreements. If the City uses a commercial service provider to program City radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the City radio equipment with the Common Talk Groups, the City must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the City and the commercial service provider are adequate to protect the County

System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.05.3 Review of Bid Documents for Service Provider. If the City intends to use a commercial service provider to program City radio equipment with the Common Talk Groups, the City shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the City to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.05.4 Survival. The provisions of this section regarding the City's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

15.06 Federal Shared Encryption Key. The County System is configured to allow for end-to-end encryption. If the City desires encryption, the City must request a "CKR" assignment from the County System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the City requests use of the Key, the City shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the City shall be considered authorized to receive access to the Key. ***Commercial service providers are not considered authorized to receive access to the Key.*** Keyloading of the City's end-user radios must only be done by the City itself or another authorized law enforcement agency. The City must also store the City's encryption key loader(s) in a secure and locked location when not in use. The City must immediately notify the County System Manager if the City has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The City must not program the Key into any non-public-safety radio. The City must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The City must not release the Key algorithm, in its written form, to anyone. The City must not provide any Key encrypted radios to any non-public-safety personnel. The provisions of this section regarding the City's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

15.07 Malfunctioning City Equipment. The City is solely responsible for the performance and the operation of the City's equipment and any damage or liability resulting from the use thereof. Should the County identify malfunctioning City-owned equipment, the County will request that the City discontinue use of the specific device until repairs are completed. The County may, at its discretion, disable the equipment from the System after properly notifying the City in writing if the device is causing interference to the System.

15.08 Stolen or Lost City Radios. In the case of stolen or lost equipment, the City's contact will deactivate the radio with its manager terminal and will notify the System Manager by e-mail advising the System Manager of the lost or stolen radio. The information provided shall include the individual unit ID number and the serial number of the radio.

15.09 Reports. The City shall have the capability to generate call activity reports, fault reports and reports about the infrastructure equipment, as well as subscriber units established on the individual radio systems of the City.

15.10 Alerts and Alarms. The City shall have access through its SmartZone™ Manager Terminals to receive alerts and alarms for the SmartZone™ Controller as well as for infrastructure equipment for its individual communications systems.

15.11 City Agreements with Other Agencies. The City shall be responsible for including the requirements of **Section 10**, **Section 15.05, Section 15.06** and **Section 15.08** of this Agreement in any agreement with another municipality or agency for communications, dispatch, police or fire rescue services.

SECTION 16: ANNUAL BUDGET APPROPRIATIONS

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

SECTION 17: NOTICES

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

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Public Safety Department Director
20 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Radio System Manager

240 South Military Trail
West Palm Beach, FL 33415

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

As to the City:

City Manager
City of Boynton Beach
100 East Ocean Ave
Boynton Beach, FL 33435

With copy to:

Chief of Police
City of Boynton Beach
2100 High Ridge Road
Boynton Beach, FL 33426

SECTION 18: APPLICABLE LAW / ATTORNEYS' FEES

This Agreement shall be governed by the laws of the State of Florida. Any litigation brought by a party to this Agreement to enforce the terms of this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. Each party shall bear its own costs and attorney's fees incurred in connection therewith.

SECTION 19: FILING

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

SECTION 20: DELEGATION OF DUTY

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

SECTION 21: NO THIRD-PARTY BENEFICIARY

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

SECTION 22: NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during

employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 23: COUNTERPARTS

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

SECTION 24: ENTIRE AGREEMENT

This Agreement and any attachments constitute all agreements, conditions and understandings between the County and City concerning access to the County System. All representations, either oral or written, shall be deemed to be merged into this Agreement. No subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or City unless reduced to writing and signed by them.

SECTION 25: PUBLIC RECORDS

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

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

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The Participant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Participant does not transfer the records to the public agency.

D. Upon completion of the Agreement, the Participant shall transfer, at no cost to the County, all public records in possession of the Participant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Participant transfers all public records to the County upon completion of the Agreement, the Participant shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of the Agreement, the Participant shall meet all

applicable requirements for retaining public records. All records stored electronically by the Participant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

SECTION 26: ASSIGNMENT

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

SECTION 27: SEVERABILITY

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

SECTION 28: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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

SECTION 29: EFFECTIVE DATE

This Agreement is contingent upon the approval by the Palm Beach County Board of County Commissioners (Board) and shall not become effective until signed by all parties and approved by the Board. Upon such approval and execution, the Agreement shall be effective retroactive to November 17, 2025.

SECTION 30: E-VERIFY – EMPLOYMENT ELIGIBILITY

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

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

SECTION 31: DIGITAL ACCESSIBILITY COMPLIANCE

CITY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. CITY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

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

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY; and an authorized official of the CITY has made and executed this Agreement on behalf of the CITY.

ATTEST:

MICHAEL A. CARUSO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Sara Baxter, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Department Director

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

ATTEST:

By: _____
Rebecca Shelton, Mayor

_____
Maylee De Jesus, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Shawna Lamb, City Attorney

Disclosures for Interlocal Agreement between Palm Beach County and the City (800 MHz Public Safety Radio System, SmartZone Controller Hub Connection)

The City operates its own 800 MHz radio system and connects to Palm Beach County's SmartZone Controllers for interoperable communications with the County and other public safety agencies. This agreement continues that connection, allowing the City to use the County's Common Talk Groups and controller features in exchange for an annual share of the County's operations and maintenance costs. The agreement is on a County form. Essential business and legal terms are disclosed below. By executing this agreement, you are accepting these terms on behalf of the City.

Term	Requirement
Indemnification	Each party is liable for its own negligence. The City is required to indemnify, defend, and hold the County harmless from claims arising from the City's negligence in connection with the agreement; the County does not indemnify the City. Neither party is liable to the other for third-party claims arising from operation or failure of the radio system, and both parties waive consequential and special damages. The agreement does not waive either party's sovereign immunity or the limits of section 768.28, Florida Statutes.
Jurisdiction and Venue	• Florida law governs. • Venue for any litigation is in Palm Beach County, Florida. • Each party bears its own costs and attorney's fees.
Term and Termination	• Initial term is five years, retroactive to November 17, 2025, with two optional five-year renewals. • City must request renewal at least 8 months before expiration, and renewal requires approval of both parties. • County may terminate only for City default. City may terminate for convenience on 60 days' notice, with no refund of fees paid. • Any improvements made to the County's controllers by or for the City become County property.
Fees and Costs	• City pays an annual pro rata share of the County's capped operations and maintenance costs (currently $90,000), based on the City's share of active talk groups. The cap may be adjusted every three years, with the next adjustment in January 2027. • County invoices in October, and payment is due November 30. • City pays all costs of its own system and interface equipment, and County may charge time and materials for after-hours service calls not caused by County equipment failure. • Payment obligations are subject to annual appropriation.
System Use and Control	• County does not guarantee continuous, uninterrupted service. County will respond to controller failures within 2 hours and give at least 72 hours' notice of scheduled interruptions. • City must follow policies set by the Countywide Radio System Steering Committee. After three warnings, the Committee may direct the County to disable City radios or System access.

	• County may disable City equipment causing interference after written notice to the City.
Confidentiality	City must protect System access codes and any federal encryption key as confidential under section 119.071(3), Florida Statutes. City may not use a commercial service provider to program radios without County approval, which the County may withhold in its sole discretion, and must include these requirements in any communications or dispatch agreement with another agency. These obligations survive termination.

INTERLOCAL AGREEMENT

R2020 1705

This **INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into NOV 17 2020, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Boynton Beach ("City"), a municipal corporation existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, the County has funded, purchased, designed, constructed, installed, and committed to the operation of a public safety radio system to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general government agencies; and

WHEREAS, the County and the City have determined that the ability to provide interoperable systems is critical to the effective and efficient provision of public safety services; and

WHEREAS, the City acknowledges that by entering into this Agreement, the City is able to save money as well as avoid costs by using the County's Master Site equipment for interoperability while maintaining its own local radio system for its internal use; and

WHEREAS, it has been determined mutually beneficial to both parties to execute this Agreement which sets forth the parameters under which the radio systems of the City and the County can be connected saving money for the taxpayers of both the County and the City as well as providing each the opportunity to receive the public safety benefits of interoperability; and

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

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

SECTION 1: PURPOSE

The purpose of this Agreement is to: 1) set forth the parameters under which the County will make specific components of its public safety radio system available to the City in order to provide for interoperable radio communications among the County, the City and other public safety entities; 2) set forth the costs of ongoing use; 3) identify the conditions of use and monitoring requirements for the Common Talk Groups established on the County's System; and 4) set forth the ability of the City to participate in the operational decisions of the System.

SECTION 2: DEFINITIONS

2.01 City's System: The 800 MHz trunked radio system funded, purchased, installed, maintained and owned by the City. The City's System shall include the fixed network and field radio transmitting and receiving equipment, microwave equipment and/or leased communication transport lines as required for communications between sites, dispatch consoles, dispatch center equipment and facilities required for the operations of the City's public safety and government services functions, and the towers and physical facilities required to house and maintain the system equipment.

2.02 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.03 County Talk Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular County departments/agencies and only available to outside entities by separate agreement.

2.04 CRSSC: Countywide Radio System Steering Committee established to oversee implementation of the policies established and to modify existing policies or create new policies as required over the life of the System.

2.05 Master Site: The location for the County's SmartZone™ Controller.

2.06 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.

2.07 Parties: The entities that have executed this Agreement which include the County and the City.

2.08 Roaming: A feature of the County's SmartZone™ Controller that allows units from specified talk groups to register onto communications systems associated with the SmartZone™ Controller when beyond the coverage of their primary system. Additionally these talk groups are assigned communications channels on the systems where units are registered when there is talk group activity.

2.09 SmartZone™ Controller or **Controller:** The SmartZone™ Controller is the central computer that controls the operation of the County's System. The SmartZone™ Controller manages access to System features, functions, and talk-groups.

2.10 System: The public safety radio system funded, purchased, designed, constructed, installed, maintained and owned by the County. The System includes fixed transmitting and receiving equipment, a Microwave System for communications between sites, System control and management equipment, a Controller located at the Master Site, and other related equipment.

2.11 System Manager: An employee within the County's Electronics Services and Security Division of the Facilities Development & Operations Department responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: COUNTY'S SYSTEM – CITY'S APPROVED USE

3.01 County Ownership. The County has purchased, installed, and operates four (4) redundant SmartZone™ Controllers at its two (2) Master Sites. The County has solely funded the purchase and owns the Controllers. Under this Agreement, the County will allow the City to connect to the primary and back-up Controllers.

3.02 **City Use.** The City shall have the authority to connect and use the features and capabilities of the SmartZone™ Controller to provide interoperability between the City and other agencies as needed through the Common Talk Groups. The City shall have access authority to the SmartZone™ Controller that will allow the City to establish talk groups and subscriber units on the County's System within the allotments provided by County through the System Manager. The City shall program talk groups or subscriber units for operation only to radio systems owned and operated by the City. The City shall not have access to the County Talk Groups. City access to the County's Microwave System will be by separate agreement between the County and the City.

3.03 **Scheduled Interruptions of Service.** The County shall attempt to notify the City a minimum of seventy-two (72) hours in advance of all scheduled interruptions of the SmartZone™ Controller's capabilities. The County shall make every effort to limit scheduled interruptions of the SmartZone™ Controller service to no longer than ninety (90) minutes. Scheduled interruptions of service shall occur between 2:00 a.m. and 6:00 a.m. whenever possible.

SECTION 4: CITY'S RESPONSIBILITIES

4.01 **Annual Maintenance Fees.** The City agrees to pay its pro rata fair share of the estimated annual operation and maintenance costs associated with the Controllers and associated Master Site equipment based on the number of active talk groups on the System. The annual operations and maintenance costs to be included are: System administration costs (which includes personnel costs), utilities, equipment, and Controller maintenance costs (which may be out-sourced or performed by the County). The calculation of the annual operations and maintenance costs are described in **Section 5** of this Agreement.

4.02 **Permitting Costs.** The City will be solely responsible for all permitting and/or licensing costs associated with that City's use of the Controller.

4.03 **Additional Equipment for Interface.** The City will be solely responsible for all costs associated with the purchase of equipment components, modules, interfacing hardware and the installation services required for the City to use the County's SmartZone™ Controllers, including but not limited to dispatch consoles.

4.04 **Additional Features.** The City shall have the authority to use private call and telephone interconnect features for the operations of their users only on the City's System. The City recognizes the County's use of the System does not include these features. As a result, additional equipment and software licenses may be required to implement these features.

4.05 **Implementation of Additional Equipment and Features.** The City agrees that only the County will connect to, expand, or otherwise modify System components which are owned by the County. The City will fund such actions to be undertaken by the County on behalf of the City pursuant to the terms of this Agreement. The City will only be financially responsible for those actions undertaken on the City's behalf when the City has agreed to the costs in writing prior to the commencement of the activity.

4.06 **Maintenance of City System.** The City shall be responsible for maintaining the equipment components that make up the City's System and the associated equipment used to interface with the County's System.

4.07 Access to Controller. The City shall give the County twenty-four (24) hours' notice of the need to access the SmartZone™ Controller facility for routine maintenance or installation of City equipment. Afterhours or emergency access shall be provided through the emergency trouble reporting procedures established for the System.

SECTION 5: ANNUAL OPERATIONS AND MAINTENANCE FEES

5.01 Annual Operations and Maintenance Fee Calculation. Each year, the City shall pay a pro rata share of the County's annual operations and maintenance costs based on a capped estimate of the County's operations and maintenance costs. The County's estimated annual operations and maintenance costs are Ninety Thousand Dollars ($90,000). The fee to be paid by the City for using the SmartZone™ Controller is determined as follows: the capped estimated annual operations and maintenance costs for that fiscal year are apportioned out to the City based on the total number of active talk groups for all users connected in the same configuration.

5.01.1 Annual Adjustment to the Number of Active Talk Groups. The County shall re-calculate the apportionment of the operations and maintenance costs annually based on the number of active talk groups used by the City or by the addition and/or deletion of users in the same hub configuration.

5.01.2 Tri-Annual Adjustment to the Capped Operations and Maintenance Cost. The County's capped estimated operations and maintenance cost may be adjusted every three (3) years beginning in January 2024, and every three (3) years thereafter, (i.e. adjustments will be calculated in January 2024, 2027, 2030, 2033, etc.) and noticed to the City no later than April 1st to be effective for the County's next fiscal year beginning October 1st.

5.01.3 Billing. The County shall invoice the City for payment of annual operations and maintenance costs in October and payment shall be due November 30th.

5.02 After-Hours Emergency Services. The County reserves the right to charge the City on a time and materials basis for any after-hours emergency trouble reports that are not the result of a failure of the SmartZone™ Controller or related subsystems or software.

SECTION 6: FREQUENCIES

The parties agree that the frequencies held by the County and the frequencies held by the City shall be separate and shall be implemented and used at the sole discretion of the individual parties.

SECTION 7: ROAMING

Roaming may be allowed between talk groups of the City's System and the County's System, upon written request of the City and subject to approval of the County, in the County's sole discretion. The System Manager for the County shall review such requests for impacts on the performance and capacity of the County's System and for additional costs and provide that information to the City. If approved by the County, the System Manager will provide authorization to the City, with or without conditions or use restrictions, for Roaming on the County's System.

SECTION 8: GPS

8.01 GPS Feature. The City shall have the authority to implement GPS reporting from its subscriber radios to the County's SmartZone Controller and use that information for personnel tracking

on the City's System. The City recognizes that the County does not currently use this feature of the County's System. As a result, the City may need to purchase additional hardware and software licenses to implement the GPS feature.

8.02 Ownership. GPS hardware and software purchased by the City that resides on the City's System or dispatch center will be owned and maintained by the City. GPS hardware and/or software purchased by the City that is installed directly into the County's SmartZone Controller will become part of the County's System and ownership will automatically transfer to the County at the expiration of any manufacturer warranty. After transfer of ownership, the County agrees to maintain the GPS components located at the SmartZone Controller and include them in the County's Master Service Agreement and Software Update Agreement. The County will maintain a database of active and reserved end user licenses allocable to the City. The "over the air" GPS data will be programmed to be only on the City's System and shall not roam to the County's infrastructure.

8.03 Replacement. When at the end of the useful life of any GPS hardware or software that is part of the County's System, the County may choose not to replace the GPS hardware and software if there are no County users of the GPS feature.

8.04 No Responsibility for Third Party Claims. Neither the County nor the City shall be liable to each other or for any third party claim which may arise out of implementation of the GPS tracking feature, upon whatever cause of action any claim is based. The GPS tracking feature is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

SECTION 9: COUNTY'S LIMITED OBLIGATIONS FOR CITY'S SYSTEM

9.01 Limitation. Nothing in this Agreement shall represent a commitment by the County, or shall be construed as intent by the County, to fund any portion of the City's System.

9.02 County Response Times. The County shall provide a response by a qualified technician to any failures of the SmartZone™ Controllers that impact the operation of the City's System within two (2) hours of being notified of such failure. The County shall take all possible actions to restore SmartZone™ Controller functionality to full operation without delay.

9.03 Further Limitation. Nothing in this Agreement shall represent an approval by the County of the design of the City's System. The coverage, design and performance of the City's System is solely the responsibility of the City.

SECTION 10: USE OF COUNTYWIDE COMMON TALK GROUPS AND EMS TALK GROUPS

10.01 Purpose of the Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. The Common Talk Groups are available upon request to the System Manager. They were also created to allow communications between agencies without requiring cross-programming operation talk groups in each agency's radios. Proper usage of the Common Talk Groups is defined below.

10.01.1 Scenario of usage:

1. A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).

2. The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.

3. The participating units would communicate on the Common Talk Group(s); and upon completion of the operation, the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

10.01.2 Examples of Approved Usage for Common Talk Group:

1. Working talk group for multiple agencies fighting a fire together.

2. Coordination during a police chase through multiple jurisdictions.

3. Coordination during disaster recovery.

4. Coordination for a special event which requires participation of multiple agencies and disciplines (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).

5. Coordination for scene security and establishment of landing zone for aircraft.

In addition, the Common Talk Groups could be used by any agency experiencing catastrophic failures of their own communication system for a predetermined amount of time. In order to use the Common Talk Groups for this situation, the agency must obtain the permission of the System Manager. Once approved by the System Manager, the Common Talk Groups could be temporarily used until repair of the agency's communication system is complete.

10.02 Limitation. The Common Talk Groups shall not be used for every-day routine communications.

10.02.1 Examples of Improper Use:

1. As an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios.

2. To provide an extra working talk-group for a single agency supporting a special event or operation (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).

3. As an additional dispatch, administrative, or car-to-car talk-group for use by a single agency.

10.03 EMS Talk Group. The EMS Talk Group was implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below.

10.03.1 Scenario of Usage. City owned EMS units operating on the System will contact hospitals directly by selecting the specific talk group assigned to that hospital. Any EMS units not on 800 MHz should contact County Fire Rescue dispatch on Med 8 and will in turn be patched to the appropriate hospital.

SECTION 11: LIABILITY

11.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The City has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the City with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the City.

11.02 No Waiver of Sovereign Immunity. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or City pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

11.03 No Responsibility for Third Party Claims. Neither the County nor the City shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

11.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all other remedies with respect to each other, including, but not limited to, consequential and special damages.

11.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 11A: INSURANCE

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

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

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

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

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

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

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

- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

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

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

SECTION 12: TERM OF AGREEMENT

12.01 Initial Term. The term of this Agreement is for five (5) years and shall commence immediately upon the approval and execution by both parties.

12.02 Renewals. This Agreement may be renewed for two (2) additional terms of five (5) years each. At least eight (8) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties.

12.03 Existing Interlocal Terminated. This Agreement when effective terminates the City's participation in the South Hub Interlocal Agreement R-2016-0623.

SECTION 13: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment signed by both parties.

SECTION 14: TERMINATION

14.01 Default Termination. Subject to the renewal provisions of Section 12.02, the County can only terminate this Agreement as a result of any default of the City pursuant to this Agreement.

14.02 Termination for Convenience. The City may terminate the Agreement with sixty (60) days' notice to the County. All improvements made to the County's SmartZone™ Controller and related subsystems by the City, or on the City's behalf, shall remain part of the County's equipment where installed and ownership shall transfer to the County. If the City terminates this Agreement, no portion of the fees paid under **Section 5** will be reimbursed.

SECTION 15: ADMINISTRATION

15.01 System Manager. The Palm Beach County Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division, a position with the title of System Manager will be the City's day-to-day contact and can be reached at 561-233-0837. The Electronic Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact shall be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

15.02 CRSSC. The administrative policies for the SmartZone™ Controller shall be established by the CRSSC. The County and the City agree to abide by the policies so established.

15.03 City Representation on the CRSSC. The City shall assign a single representative to attend the CRSSC user committee meetings for each of the law enforcement, fire rescue and public works disciplines for which the City has subscriber units programmed on the System. Participants at these meetings will discuss all System maintenance and administration issues. Non-critical problems or suggested changes shall be presented at the meetings. As agreed to by the user committee members, issues discussed at the meetings shall be forwarded to the System Manager for final approval.

15.04 CRSSC Policies and Procedures. The City shall be responsible for adhering to the policies and procedures established for System use. Should the City not follow the established procedures, there shall be three (3) warnings before corrective action is taken. The CRSSC shall have the authority to direct the System Manager to implement modification to the network, including disabling units or disabling access to the System.

15.05 County Confidential Information. The City shall receive certain access codes to the System. The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. The City shall be responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. Service staff directly employed by the City shall be considered authorized to receive access and programming codes for the maintenance of the City's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the City plans to use commercial services for its system or subscriber unit maintenance, the City must

include confidentiality requirements in its contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

15.05.1 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of **Sections 15.05.2** and/or **15.05.3** below. If the City does not have employees capable of programming City radio equipment or prefers to have others program City radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program City radio equipment under the terms of a separate agreement.

15.05.2 County Review of Existing Service Provider Agreements. If the City uses a commercial service provider to program City radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the City radio equipment with the Common Talk Groups, the City must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the City and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.05.3 Review of Bid Documents for Service Provider. If the City intends to use a commercial service provider to program City radio equipment with the Common Talk Groups, the City shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the City to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.05.4 Survival. The provisions of this section regarding the City's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

15.06 Federal Shared Encryption Key. The County's System is configured to allow for end to end encryption. If the City desires encryption, the City must request a "CKR" assignment from the County's System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law

Enforcement Common 6E through 10E talk groups on the County's System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the City requests use of the Key, the City shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the City shall be considered authorized to receive access to the Key. ***Commercial service providers are not considered authorized to receive access to the Key.*** Keyloading of the City's end user radios must only be done by the City itself or another authorized law enforcement agency. The City must also store the City's encryption key loader(s) in a secure and locked location when not in use. The City must immediately notify the County's System Manager if the City has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The City must not program the Key into any non-public-safety radio. The City must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The City must not release the Key algorithm, in its written form, to anyone. The City must not provide any Key encrypted radios to any non-public-safety personnel. The provisions of this section regarding the City's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

15.07 Malfunctioning City Equipment. The City is solely responsible for the performance and the operation of the City's equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning City-owned equipment, the County will request that the City discontinue use of the specific device until repairs are completed. The County may, at its discretion, disable the equipment from the System after properly notifying the City in writing if the device is causing interference to the System.

15.08 Stolen or Lost City Radios. In the case of stolen or lost equipment, the City's contact will deactivate the radio with its manager terminal and will notify the System Manager by e-mail advising the System Manager of the lost or stolen radio. The information provided shall include the individual unit ID number and the serial number of the radio.

15.09 Reports. The City shall have the capability to generate call activity reports, fault reports and reports about the infrastructure equipment, as well as subscriber units established on the individual radio systems of the City.

15.10 Alerts and Alarms. The City shall have access through its SmartZone™ Manager Terminals to receive alerts and alarms for the SmartZone™ Controller as well as for infrastructure equipment for its individual communications systems.

15.11 City Agreements with Other Agencies. The City shall be responsible for including the requirements of **Section 10, Section 15.05, Section 15.06** and **Section 15.08** of this Agreement in any agreement with another municipality or agency for communications, dispatch, police or fire rescue services.

SECTION 16: ANNUAL BUDGET APPROPRIATIONS

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

SECTION 17: NOTICES

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

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

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

With a copy to:

Radio System Manager
2601 Vista Parkway
West Palm Beach, FL 33411

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

As to the City:

City Manager
City of Boynton Beach
100 East Ocean Ave
Boynton Beach, FL 33435

With copy to:

Chief of Police
City of Boynton Beach
2100 High Ridge Road
Boynton Beach, FL 33426

SECTION 18: APPLICABLE LAW / ATTORNEYS' FEES

This Agreement shall be governed by the laws of the State of Florida. Any litigation brought by a party to this Agreement to enforce the terms of this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. Each party shall bear its own costs and attorney's fees incurred in connection therewith.

SECTION 19: FILING

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

SECTION 20: DELEGATION OF DUTY

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

SECTION 21: NO THIRD PARTY BENEFICIARY

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

SECTION 22: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 23: COUNTERPARTS

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

SECTION 24: ENTIRE AGREEMENT

This Agreement and any attachments constitute all agreements, conditions and understandings between the County and City concerning access to the County's System. All representations, either oral or written, shall be deemed to be merged into this Agreement. No subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or City unless reduced to writing and signed by them.

SECTION 25: ASSIGNMENT

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

SECTION 26: SEVERABILITY

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

SECTION 27: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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

SECTION 28: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

SECTION 29: E-VERIFY – EMPLOYMENT ELIGIBILITY

29.01 City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, City shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the City's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, as the day first written above.

ATTEST:

R2020 1705

NOV 17 2020

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Dave Kerner Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: MB _____
Audrey Wolf, Director
Facilities Development & Operation

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

ATTEST:

CITY CLERK

By: _____
Signature

Crystal Gibson, City Clerk

Lori LaVerriere, City Manager
Print Name and Title

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

RESOLUTION NO. R26-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE PUBLIC SAFETY RADIO SYSTEM BETWEEN THE CITY AND PALM BEACH COUNTY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and Palm Beach County entered into an Interlocal Agreement dated November 17, 2020, for the public safety radio system; and

WHEREAS, the parties desire to extend the Agreement term through November 16, 2030, exercising the first renewal option; 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 First Amendment to the Interlocal Agreement for the public safety radio system between the City and Palm Beach County.

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 First Amendment to the Interlocal Agreement for the public safety radio system between the City and Palm Beach County (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. Upon full execution of the Amendment, the Amendment shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-024

PASSED AND ADOPTED this 17th day of February 2026.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Rebecca Shelton
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the InterlocalAgreement (R2020-1705) dated November 19, 2020 ("Agreement") is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Boynton Beach, a municipal corporation existing under the laws of the State of Florida ("City").

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

1. The term of the Agreement is renewed retroactively beginning on November 17, 2025, and continuing through November 16, 2030, pursuant to the exercise of the first renewal option for five (5) years.

2. Section 22 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 22: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

3. Section 29 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 29: E-VERIFY – EMPLOYMENT ELIGIBILITY

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

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

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

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

ATTEST:

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

By:_____
Deputy Clerk

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

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By:_____
Jason Crosby, Acting Director
Facilities Development & Operations

ATTEST:

By: _____
Maylee De Jesus, City Clerk

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

By: _____
Rebecca Shelton, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
Shawna Lamb, City Attorney

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-188- Approving the License Agreement for Use of County-Owned Property with Palm Beach County for Public Safety Radio Communications Rack Space.

Requested Action: Staff recommends approval of the proposed Resolution No. R26-188.

Explanation of Request: The City of Boynton Beach Police Department is requesting approval of a License Agreement with Palm Beach County for the use of rack space at the Palm Beach County Communications Shelter located at 515 NW 14th Court, Boynton Beach.

The agreement provides the City with authorized rack space for the installation and operation of equipment supporting the City's public safety radio communications system. The designated premises include two (2) rack units of space on an existing County equipment rack, with provisions allowing the City to request additional rack space, subject to County approval and availability.

Approval of this agreement will support the continued operation and resiliency of the City's public safety radio communications infrastructure by allowing City radio system equipment to be located within the Palm Beach County Communications Shelter.

The arrangement provides connectivity to the regional P25 Radio System network and core and supports reliable communications used by public safety personnel. Locating the equipment within the County communications facility also provides the City with an authorized location for equipment necessary to maintain interoperability and continuity of public safety radio communications. The agreement permits the City to request additional rack space if operational requirements change during the term.

How will this affect city programs or services? Approval of this agreement will support the continued operation and resiliency of the City's public safety radio communications infrastructure by allowing City radio system equipment to be located within the Palm Beach County Communications Shelter.

The arrangement provides connectivity to the regional P25 Radio System network and core and supports reliable communications used by public safety personnel. Locating the equipment within the County communications facility also provides the City with an authorized location for equipment necessary to maintain interoperability and continuity of public safety radio communications. The agreement permits the City to request additional rack space if

operational requirements change during the term.

Budgeted Item: Yes

Account Line Item and Description: N/A

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

Attachments:
R26-188 Agenda_Item_5034-2026_Resolution_for_PBC_License_Agmt_for_rack_space.docx
Boynton_Rack_Space_License_Agreement_Final - Redacted.pdf
Disclosures_for_PBC_Communications_Shelter_Rack_Space_License.docx

RESOLUTION NO. R26-188

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE LICENSE AGREEMENT FOR USE OF COUNTY-OWNED PROPERTY WITH PALM BEACH COUNTY FOR PUBLIC SAFETY RADIO COMMUNICATIONS RACK SPACE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach Police Department is requesting approval of a License Agreement with Palm Beach County for the use of rack space at the Palm Beach County Communications Shelter located at 515 NW 14th Court, Boynton Beach; and

WHEREAS, the Agreement authorizes the City to use rack space for the installation and operation of equipment supporting the City's public safety radio communications system. The designated premises include two (2) rack units of space on an existing County equipment rack, with provisions allowing the City to request additional rack space, subject to County approval and availability; and

WHEREAS, approval of the Agreement will support the continued operation and resiliency of the City's public safety radio communications infrastructure by allowing City radio system equipment to be located within the Palm Beach County Communications Shelter. The arrangement provides connectivity to the regional P25 Radio System network and core, and supports reliable communications for public safety personnel. Locating the equipment within the County communications facility also provides the City with an authorized location for equipment necessary to maintain interoperability and continuity of public safety radio communications. The Agreement permits the City to request additional rack space if operational requirements change during the term; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the License Agreement for Use of County-Owned Property with Palm Beach County for Public Safety Radio Communications Rack Space.

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 License Agreement for Use of County-Owned Property with Palm Beach County for Public Safety Radio Communications Rack Space (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 the application, and any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. The Mayor-executed Agreement shall be forwarded to Karl Maracotta to obtain Palm Beach County's execution of the Agreement. Karl Maracotta shall be responsible for ensuring that one fully executed Agreement is returned to the City and provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-188

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY

This License Agreement made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and City of Boynton Beach, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, County is the owner of the real property and/or improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. **Premises**

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Length of Term and Commencement Date**
This License Agreement shall commence upon execution by both parties ("the Commencement Date"). The term of this License Agreement shall continue until the earlier of, the time listed on the Application, three years from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. **License Fee**
No License Fee is assessed for the Application. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. **Termination**
The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. **Waste or Nuisance**
Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. **Governmental Regulations**
Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. **Non-Discrimination**
The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated

equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. **Surrender of Premises**

Upon termination of each use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use.

9. **Maintenance and Repair**

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. **Insurance**

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

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

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

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

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

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

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

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

12. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. **Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or

faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business Operations Director
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

(b) If to the Licensee at:

City of Boynton Beach
Attn: Dan Dugger, City Manager
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to:

City of Boynton Beach Police Department
Attn: Karl Maracotta
2100 High Ridge Road
Boynton Beach, Florida 33426

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision

of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. **WAIVER OF JURY TRIAL**
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

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

20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. **Time of Essence**
Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

22. **Palm Beach County Office of the Inspector General**
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

24. **E-Verify – Employment Eligibility**
24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with

and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

24.02 Licensee shall obtain from each of its contractors and subcontractors an affidavit stating that each contractor and 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. Licensee shall maintain a copy of any such affidavit from contractors and subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this License which requires a longer retention period.

24.03 County shall terminate this License if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes as may be amended. If County has a good faith belief that Licensee's contractors or subcontractors have knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Licensee to terminate its contract with the contractor or subcontractor and Licensee shall immediately terminate its contract with the contractor or subcontractor. If County terminates this License pursuant to the above, Licensee shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this License was terminated. In the event of such contract termination, Licensee shall also be liable for any additional costs incurred by County as a result of the termination.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

By: _____
Signature

_____
Printed Name

LICENSEE:

By: _____
Signature

_____
Printed Name

_____
Title

PALM BEACH COUNTY, a Political Subdivision of the State of Florida

By: _____
Director, Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

By: ybh _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: NR_____
Mark Broderick, Director
FDO Business Operations

Exhibit "A"

APPLICATION FOR LICENSE TO USE COUNTY-OWNED PROPERTY

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbc.gov
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-5252 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT

Name of Applicant: Karl Maracotta

Name of Organization/Licensee: City of Boynton Beach

Address: 2100 High Ridge Road

City: Boynton Beach State: FL Zip: 33426

Phone: 561-742-6170 Email: maracottak@bbfl.us

Name of the Authorized Representative: Karl Maracotta

Type of Entity: ☒ Public Agency ☐ Non-Profit ☐ Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: (Please include room or area requested) Palm Beach County Communications Shelter

Address: 515 NW 14th CT

City: Boynton Beach State: FL Zip: 33435

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting

☐ Non-profit Event ☒ Other Public Safety Radio Communications

Does Use include the sale of Goods and/or Services? ☐ Yes ☒ No

Will User charge an Admission Fee and/or Participation Fee? ☐ Yes ☒ No

Amount to be charged for Admission Fee and/or Participation Fee: N/A

Detailed description of the nature and purpose of use (attach additional sheets as necessary):

Refer solely to Exhibit A-1

4. FOOD AND BEVERAGE

Use includes food and/or beverage? Yes ☒ No

Use includes the sale, use or consumption of alcohol? Yes ☒ No

Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: 24/7, 365 days for up to 3 years from Commencement

Time(s) of Use: 24/7

6. EQUIPMENT

Amount of Equipment Requested: N/A Tables N/A Chairs

All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Organization(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more organization(s)/individual(s)):

Name: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: ( ) – Email: _____

Contact Person: , _____

Type of Entity: ☐ Public Agency ☐ Non-Profit ☐ Other (Specify) _____

8. VENDORS

List all vendors of the Event: _____

9. ADVERTISING

Will the event be advertised to the Public? ☐ Yes ☒ No

If yes, by what means?: ☐ Radio ☐ TV ☐ Other _____

TO BE PROVIDED BY FDO (After evaluation of the Application):

1. FEES AND ADDITIONAL CHARGES

☐	License Fees	$ _____
☐	Custodial Fees	$ _____
☐	Service Costs	$ _____
☒	Other Costs	$ 716.00/monthly

2. Special Conditions of Use: See attached Exhibit A-1

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

_____ **Date:**_____

Signature of Authorized Representative

_____

Printed Name and Title of Authorized Representative

APPROVED BY:

_____ **Date:** _____

Director, Facilities Development & Operations Department

OTHER DEPARTMENTAL REVIEW (If necessary):

_____ **Date:** _____

Signature of Director of Department

EXHIBIT "A-1"
Special Conditions of Use

1. "Premises" means 2U of rack space on existing vacant County equipment rack #11 (the "Authorized Rack Space") and any additional rack space, measured in rack units, as approved by the County pursuant to this License (the "Additional Rack Space"), all located at the Palm Beach County Communications Shelter, 515 NW 14th CT, Boynton Beach, Florida.

2. Licensee is authorized to install and operate its radio system equipment within the Premises, which equipment includes five (5) TDMA channels, two (2) Juniper routers, two (2) site controllers, one (1) SDM3000, and other associated components reasonably necessary for operation and connection to the P25 Radio System network and core, as further depicted and described in Exhibit "A-2" attached hereto and incorporated herein by reference (collectively, the "Communication Equipment").

3. Licensee may request authorization, subject to County approval and the availability of rack space, to use Additional Rack Space during the term of this License Agreement to accommodate the relocation and operation of Licensee's Communication Equipment. Licensee's request shall be submitted in writing to the County Radio Manager at kdenker@pbc.gov, with a copy to the Contract Manager at pbcfacilityuse@pbc.gov, and shall identify the number of rack units requested and the proposed commencement date of use. The Radio Manager shall confirm in writing to Licensee the number of rack units approved and the approved commencement date of such use, with a copy to the Contract Manager.

4. During any period in which Licensee is authorized to occupy the Additional Rack Space pursuant to Section 3, Licensee shall pay a monthly fee of $716.00.The monthly fee shall commence on the approved commencement date for the Additional Rack Space and shall be prorated for any partial month based on the number of days the Additional Rack Space is occupied during such month. Upon vacating the Additional Rack Space, Licensee shall remove its Communication Equipment from the Additional Rack Space in accordance with Section 6 and provide written notice to the County Radio Manager, with a copy to the Contract Manager, identifying the date the Additional Rack Space was vacated. The written notice shall identify the date the Additional Rack Space was vacated for purposes of calculating the applicable monthly fee. If the County Radio Manager determines that the Additional Rack Space was not vacated on the date identified by Licensee, the County Radio Manager shall notify Licensee of the date on which the County determines the Additional Rack Space was vacated, which date shall be used for purposes of calculating the applicable monthly fee. The monthly fee associated with such space shall no longer apply after the date the Additional Rack Space is vacated. Licensee shall deliver payment at least five (5) business days prior to the first of the month to Facilities Development & Operations, C/O Contract Manager, 2633 Vista Parkway, West Palm Beach, FL 33411. Please note: Checks shall be made payable to Board of County Commissioners Palm Beach County.

5. The relocation of the Communication Equipment to be placed in the Additional Rack Space from the Licensee's existing communication shelter to the Palm Beach County Communications Shelter shall be performed by the Licensee or a qualified contractor approved by Licensee and acceptable to the County, in compliance with this License Agreement.

6. Licensee shall coordinate all installation and removal activities with the County by contacting the Radio Manager at least 24 hours in advance at 561-233-0837 or kdenker@pbc.gov.

7. Licensee acknowledges that the licensed use of the Premises is for the placement and operation of the Communication Equipment. Licensee shall not use or allow the use of the Premises for any other use, business or purpose other than as specifically permitted in this License Agreement.

8. Use of the Premises shall be non-exclusive. The County shall have the ability to utilize any unoccupied portion of the Premises for its equipment and shall be able to install its equipment, if any, in the remaining rack space without notice to Licensee.

9. Licensee shall not construct or install any equipment or components other than the Communication Equipment without prior written approval.

10. Licensee shall have the right to perform routine maintenance and repair of its Communication Equipment with no less than 24 hours notification to the County. The Licensee will not be issued keys to the Premises and the County, based on availability, will escort the Licensee to the Communication Equipment. Licensee shall contact County at 561-233-0837 during normal business hours to set up a mutually convenient time to access the Premises. In case of an emergency after normal business hours, Licensee can contact County at 561-712-6428.

11. Routine maintenance and repair of the Communication Equipment shall not disturb, modify, interfere with or alter any existing communication equipment in the Premises.

12. Upon the termination or expiration of this License Agreement, Licensee shall have 15 business days to remove its Communication Equipment from the Premises and surrender the Premises to the County in at least the same condition as the Premises were in as of the Commencement Date.

13. If the County discovers that the Licensee's Communication Equipment is malfunctioning or in any way interfering with the County's use of the Premises, the County shall have the right to deactivate the Licensee's Communication Equipment at any time. The County will advise the Licensee of any deactivation as soon as reasonably possible.

Exhibit “A-2”

Exhibit A-2 is confidential and exempt from disclosure pursuant to Section 119.071(3) Florida Statutes.

Disclosures for License Agreement for Use of County-Owned Property between Palm Beach County and the City
(Rack Space at Palm Beach County Communications Shelter, 515 NW 14th Ct.)

Palm Beach County owns a communications shelter at 515 NW 14th Ct. in Boynton Beach. This agreement grants the City a revocable license to install and operate its P25 public safety radio equipment in 2U of rack space on a County equipment rack at no charge, and allows the City to request additional rack space to relocate equipment from the City's existing communications shelter at a cost of $716.00 per month. The agreement is on a County form. Essential business and legal terms are disclosed below. By executing this agreement, you are accepting these terms on behalf of the City.

Term	Requirement
Indemnification	The agreement contains a broad, one-way indemnification clause. The City is required to indemnify, defend, and hold the County harmless from all claims arising from the City's use of the premises or any act, error, or omission of the City or its agents, contractors, employees, volunteers, or invitees. If the County is made a party to litigation involving the City, the City must pay the County's costs and attorney's fees. The City also indemnifies the County for any fines or penalties resulting from the City's failure to comply with applicable regulations. The agreement does not waive the City's sovereign immunity or the limits of section 768.28, Florida Statutes.
Jurisdiction, Venue, and Disputes	• Florida law governs. • Venue for any legal action is in Palm Beach County, Florida. • City waives the right to a jury trial.
Term and Termination	• Term is up to three years from execution. • County may terminate at any time, effective upon the City's receipt of written notice. There is no minimum notice period. • City may terminate at any time upon written notice. • Upon termination, City has 15 business days to remove its equipment and restore the premises. • County may deactivate the City's equipment at any time if it is malfunctioning or interfering with County operations, with notice to the City afterward.
License Fee	• No fee for the initial 2U of rack space. • City pays $716.00 per month, prorated, for any additional rack space approved by the County, due at least 5 business days before the first of each month. • The County determines the date the additional rack space is vacated for purposes of ending the monthly fee.
Use and Access	• City accepts the premises "as is" and assumes all risk relating to its use. • Use is non-exclusive, and the County may install its own equipment in unoccupied rack space without notice. • City will not be issued keys. Access requires 24 hours' notice and a County escort, subject to County availability, with an after-hours number for emergencies. • City may not install other equipment or make improvements without County approval, and must reimburse the County for any damage it causes.

	• City may not assign or subcontract the license.
Insurance	City is self-insured. Any contractor performing the equipment relocation must carry general liability ($1,000,000 per occurrence / $2,000,000 aggregate) naming the City and County as additional insureds with a waiver of subrogation, auto liability ($1,000,000), and workers' compensation with employer's liability ($1,000,000).

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-189- Authorizing the acceptance of ownership of two (2) solar canopy structures at Oceanfront Park from Florida Power & Light Company through a Quit Claim Bill of Sale; authorizing the Mayor to execute the Quit Claim Bill of Sale and any related documents.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-189.

Explanation of Request:

Florida Power & Light Company (FPL) installed solar canopy structures at Barrier Free Park and Oceanfront Park under the FPL SolarNow program, by a Solar Lease and Easement Agreement approved by Resolution No. R17-006 on January 17, 2017, and amended by a Second Amendment approved by Resolution No. R18-142 on October 2, 2018.

At its March 23, 2026 meeting, the City Commission adopted Resolution No. R26-045. That resolution approved the termination of the Solar Lease and Easement Agreement and accepted ownership of the solar canopy system at Barrier Free Park. The Quit Claim Bill of Sale for Barrier Free Park was approved and executed at that meeting. A Quit Claim Bill of Sale for the Oceanfront Park structures was not included at that time.

FPL has agreed to transfer the two (2) aluminum solar canopy structures at Oceanfront Park, 6415 N. Ocean Boulevard, to the City by a separate Quit Claim Bill of Sale. The structures will be transferred in a depowered condition, together with their foundations and structural components. All electrical equipment, wiring, inverters and related electrical components are excluded. The City will accept the structures "as is, where is," without warranty.

Approving this item completes the transfer of the FPL SolarNow canopy structures to the City. It also authorizes the Mayor to execute the Quit Claim Bill of Sale and any related documents.

How will this affect city programs or services? The City will keep the canopy structures at Oceanfront Park as shade structures for park visitors. Because the electrical components are excluded, the structures will not generate electricity. The City will be responsible for

maintaining the structures from now on.

Budgeted Item: Yes

Account Line Item and Description: Future maintenance will be absorbed in the Recreation & Parks / Public Works operating budgets.

Fiscal Impact: The consideration is a nominal $10.00.

Attachments:
R26-189 Agenda_Item_5089-2026_Resolution_for_FPL_Solar_Canopy_Oceanfront_Park.docx
R26-XXX Resolution - Oceanfront Park Solar Canopy Quit Claim Bill of Sale.docx
Quit Claim Bill of Sale - Oceanfront Park (Solar Now).doc

RESOLUTION NO. R26-189

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ACCEPTANCE OF OWNERSHIP OF TWO (2) SOLAR CANOPY STRUCTURES AT OCEANFRONT PARK FROM FLORIDA POWER & LIGHT COMPANY BY QUIT CLAIM BILL OF SALE; AUTHORIZING THE MAYOR TO EXECUTE THE QUIT CLAIM BILL OF SALE AND ANY ANCILLARY DOCUMENTS; AND FOR ALL OTHER PURPOSES.

WHEREAS, Florida Power & Light Company ("FPL") installed solar canopy infrastructure at Oceanfront Park, 6415 N. Ocean Boulevard, and at Barrier Free Park, 3111 S. Congress Avenue, under the FPL SolarNow program and a Solar Lease and Easement Agreement approved by Resolution No. R17-006 on January 17, 2017, as amended, including by the Second Amendment approved by Resolution No. R18-142 on October 2, 2018 (collectively, the "Agreement"); and

WHEREAS, on March 23, 2026, the City Commission adopted Resolution No. R26-045, which approved the termination of the Agreement and its Memorandum and accepted ownership of the solar canopy system at Barrier Free Park from FPL, and the Quit Claim Bill of Sale for Barrier Free Park was approved and executed at that meeting; and

WHEREAS, Resolution No. R26-045 did not include a Quit Claim Bill of Sale for the solar canopy structures at Oceanfront Park; and

WHEREAS, FPL has agreed to transfer to the City, by Quit Claim Bill of Sale, two (2) aluminum Lumos solar canopy structures at Oceanfront Park, in depowered condition, together with all associated foundation structures and structural components, but excluding all electrical equipment, wiring, inverters, and related electrical components; and

WHEREAS, keeping the canopy structures will provide continued shade and amenity value to visitors at Oceanfront Park; 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 acceptance of ownership of the solar canopy structures at Oceanfront Park from FPL by Quit Claim Bill of Sale.

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 acceptance of ownership of two (2) solar canopy structures, together with all associated foundation structures and structural components, at Oceanfront Park from FPL.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Quit Claim Bill of Sale between FPL, as seller, and the City, as buyer, in form and substance similar to that attached as **Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Quit Claim Bill of Sale. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 5. The Mayor-executed Quit Claim Bill of Sale shall be forwarded to Rismerling Gomez in the City Attorney's office to obtain execution of the Quit Claim Bill of Sale by FPL.

SECTION 6. Upon full execution of the Quit Claim Bill of Sale, the City Clerk shall record the Quit Claim Bill of Sale in the Public Records of Palm Beach County.

SECTION 7. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-189

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R26-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ACCEPTANCE OF OWNERSHIP OF TWO (2) SOLAR CANOPY STRUCTURES AT OCEANFRONT PARK FROM FLORIDA POWER & LIGHT COMPANY BY QUIT CLAIM BILL OF SALE; AUTHORIZING THE MAYOR TO EXECUTE THE QUIT CLAIM BILL OF SALE AND ANY ANCILLARY DOCUMENTS; AND FOR ALL OTHER PURPOSES.

WHEREAS, Florida Power & Light Company ("FPL") installed solar canopy infrastructure at Oceanfront Park, 6415 N. Ocean Boulevard, and at Barrier Free Park, 3111 S. Congress Avenue, under the FPL SolarNow program and a Solar Lease and Easement Agreement approved by Resolution No. R17-006 on January 17, 2017, as amended, including by the Second Amendment approved by Resolution No. R18-142 on October 2, 2018 (collectively, the "Agreement"); and

WHEREAS, on March 23, 2026, the City Commission adopted Resolution No. R26-045, which approved the termination of the Agreement and its Memorandum and accepted ownership of the solar canopy system at Barrier Free Park from FPL, and the Quit Claim Bill of Sale for Barrier Free Park was approved and executed at that meeting; and

WHEREAS, Resolution No. R26-045 did not include a Quit Claim Bill of Sale for the solar canopy structures at Oceanfront Park; and

WHEREAS, FPL has agreed to transfer to the City, by Quit Claim Bill of Sale, two (2) aluminum Lumos solar canopy structures at Oceanfront Park, in depowered condition, together with all associated foundation structures and structural components, but excluding all electrical equipment, wiring, inverters and related electrical components; and

WHEREAS, keeping the canopy structures will provide continued shade and amenity value to visitors at Oceanfront Park; and

WHEREAS, the City Commission, upon the recommendation of staff, has determined that it is in the best interests of the City's citizens and residents to approve the acceptance of ownership of the solar canopy structures at Oceanfront Park from FPL by Quit Claim Bill of Sale.

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 acceptance of ownership of two (2) solar canopy structures, together with all associated foundation structures and structural components, at Oceanfront Park from FPL.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Quit Claim Bill of Sale between FPL, as seller, and the City, as buyer, in form and substance similar to that attached as Exhibit A.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Quit Claim Bill of Sale. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-___

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
Deputy City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

QUIT CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Florida Power & Light Company, a Florida corporation ("**Seller**"), with an address at 700 Universe Boulevard, Juno Beach, Florida 33408, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), lawful money of the United States, to it paid by the City of Boynton Beach, a municipal corporation under the laws of the State of Florida ("**Buyer**"), with an address at 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33425, the receipt and sufficiency of which is hereby acknowledged, effective as of this _____ day of _____, 2026 ("**Effective Date**"), does hereby remise, release and quit-claim unto Buyer forever, all the right, title, interest, claim and demand which Seller has or may have in and to the following described personal property ("**Personal Property**"), to wit:

Two (2) aluminum Lumos Solar Canopy structures, in depowered condition, together with all associated foundation structures and structural components, located at Oceanfront Park, 6415 N Ocean Blvd, Ocean Ridge, Florida 33435, expressly excluding all electrical equipment, wiring, inverters, and related electrical components.

TO HAVE AND TO HOLD the Personal Property unto Buyer, its legal representatives, administrators, successors and assigns forever.

The Personal Property conveyed hereunder is conveyed by Seller and accepted by Buyer in its "As Is," "Where Is" physical condition and Seller specifically disclaims and excludes any and all express or implied warranties of any nature whatsoever, including without limitation, any implied warranty of merchantability or fitness for a particular purpose.

This Quit Claim Bill of Sale and any electric service provided to Buyer is subject to the Seller's effective "General Rules and Regulations for Electric Service", the Rules of the Florida Public Service Commission, and Seller's Electric Tariff.

This Quit Claim Bill of Sale may be executed in counterparts and a facsimile or other electronic signature shall be deemed to be an original for purposes of this instrument.

By acceptance of this Quitclaim Bill of Sale, Buyer does hereby fully remise, release, acquit, satisfy, and forever discharge Seller, of and from any and all rights, claims, disputes, demands, damages, injuries, causes of action, liabilities, judgments, debts, dues, sums of money, accounts, executions, actions, promises, suits at law or in equity of any kind whatsoever which Buyer ever had, now has, hereafter can, shall or may have, against Seller, for, upon or by reason, of any matter, cause or thing whatsoever, whether known or unknown, from the beginning of the world to the day of these presents (collectively, "**Claims**"), whether due or not, direct or indirect, mature or contingent, liquidated or unliquidated, known or unknown, patent or latent, matured or unmatured, and regardless of the nature of the injury (including, without limitation, property damage, personal injury or death) which Buyer ever had or now have, or which Buyer or any heir, successor or assign of Buyer or any of them hereafter can, shall or may have against Seller, including, but not limited to all Claims in any way related to or arising out of the Personal Property, including without limitation, any recognized environmental conditions in connection with the Personal Property.

[Signatures appear on following page(s).]

IN WITNESS WHEREOF, Seller and Buyer have executed this Quit Claim Bill of Sale on the Effective Date hereinabove written.

Executed in the presence of:

_____

Name: _____

Address: 100 E. Ocean Avenue
Boynton Beach, Florida 33435

_____

Name: _____

Address: 100 E. Ocean Avenue
Boynton Beach, Florida 33435

Buyer:

City of Boynton Beach, a municipal corporation under the laws of the State of Florida

By: _____

Name: Rebecca Shelton

Title: Mayor

Approved as to form:

_____

City Attorney

Executed in the presence of:

_____

Name: _____

Address: 700 Universe Boulevard
Juno Beach, Florida 33408

_____

Name: _____

Address: 700 Universe Boulevard
Juno Beach, Florida 33408

Seller:

Florida Power & Light Company,
a Florida corporation

By: _____

Name: William Maudlin

Title: Director of Corporate Real Estate

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-190- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving a piggyback agreement with International Sweeping, Inc., d/b/a Facilities Pro-Sweep for street sweeping services, utilizing the competitively solicited City of Palm Beach Gardens Invitation to Bid No. ITB2026-180, pursuant to Section IX.8 of the City's Purchasing Policy; for a five-year term commencing October 1, 2026 and ending September 30, 2031, with an annual expenditure not to exceed $200,000; authorizing the Mayor to execute the agreement; and providing an effective date.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-190.

Explanation of Request: Agreement Term: October 1, 2026 - September 30, 2031

The Public Works Department is requesting approval to piggyback on the City of Palm Beach Gardens ITB No. ITB2026-180 for street sweeping services for the removal of sand, dirt, stray trash, stains, and miscellaneous debris from roadways and curbs, including emergency and special event services. These services will help maintain clean, safe roadways and support the City's beautification efforts. The City of Palm Beach Gardens' bid process satisfies the City's competitive bidding requirements.

This purchase will be procured through the piggyback exemption of the purchasing policy section IX.8. Piggyback contracts significantly benefit the City of Boynton Beach by providing a cost-effective and efficient way to procure goods and services. By leveraging agreements already in place with other governmental entities, the City can avoid the time-consuming and expensive process of issuing its own competitive bids. This allows quicker access to needed resources while often securing more favorable pricing due to the economies of scale achieved through larger contracts. Additionally, piggybacking ensures the City can tap into pre-vetted vendors who have already been thoroughly evaluated, reducing administrative burdens and risks associated with vendor selection. Ultimately, piggyback contracts streamline procurement, save taxpayer money, and improve the efficiency of City operations. Staff recommends Commission approval authorizing the Mayor to execute a piggyback agreement with International Sweeping, Inc., d/b/a Facilities Pro-Sweep.

How will this affect city programs or services? This approval will ensure street sweeping services continue, preventing debris buildup throughout the City. This will also benefit the storm water drainage systems by reducing pollution, while helping maintain a cleaner environment for our residents, businesses, and visitors.

Budgeted Item: Yes

Account Line Item and Description: 431-2515-534.49-17 - OTHER CONTRACTUAL SRVS - Solid Waste
401-2824-536.49-17 - OTHER CONTRACTUAL SRVS - Storm water Maintenance

Fiscal Impact: This is a budgeted item.
Annual expenditure not to exceed $200,000

Attachments:
R26-190 Agenda_Item_5098-2026_-_Resolution_R26-XXX_Piggyback_-_International_Sweeping_-_Street_Sweeping_-_Final.docx
Exhibit A to Resolution - Facilities Pro-Sweep Piggyback Agreement - Supplier Signed 10.8.26.pdf
Exhibit A to Piggyback Agreement - ITB2026-180PW MA_Bid Doc_Response - Street Sweeping Svs.pdf
Exhibit B to Piggyback Agreement - COBB Facilities Pro Sweep Proposal.pdf
Facilities Pro Sweep COi.pdf
Boynton_Beach_MAP.pdf
Facilities_Pro-Sweep_Boynton_Beach-Presentation.pptx

RESOLUTION NO. R26-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH INTERNATIONAL SWEEPING, INC. DBA FACILITIES PRO-SWEEP, FOR MECHANICAL AND/OR REGENERATIVE AIR STREET SWEEPING SERVICES, FOR A TERM COMMENCING OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2031, IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires mechanical and/or regenerative air street sweeping services for public roadways, designated parking lots, and other paved municipal areas within the City of Boynton Beach ("Services"); and

WHEREAS, on May 17, 2026, the City of Palm Beach Gardens ("Palm Beach Gardens") issued Invitation to Bid ("ITB") No. ITB2026-180PW to solicit bids from qualified and experienced contractors for the Services; and

WHEREAS, Palm Beach Gardens found International Sweeping, Inc. d/b/a Facilities Pro-Sweep ("Vendor") to be the lowest, most responsive, responsible bidder, and entered into an Agreement for Street Sweeping Services, Agreement No. ITB2026-180PW, dated July 23, 2026, for a five (5) year term from October 1, 2026, through September 30, 2031, which incorporates ITB No. ITB2026-180PW and the Vendor's response (the "Master Agreement"); and

WHEREAS, Section IX, Alternatives to Formal Sealed Bids, Paragraph 8, Piggybacking, of the City's Purchasing Policy Manual authorizes the City to piggyback contracts awarded by other governmental agencies, including cities, where the originating entity complied with requirements equal to or exceeding the City's requirements; and

WHEREAS, the City's Procurement Services Division is requesting the City enter into a Piggyback Agreement with the Vendor to obtain the Services, to obtain competitively established pricing, and provide continuity of the City's street sweeping services; and

WHEREAS, Vendor has provided the City a price proposal for the weekly sweeping of approximately one hundred eighteen (118) curb miles of designated City roadways and approximately ten (10) curb miles of designated residential roadways, under which the City will compensate Vendor at the unit rates set forth in the Master Agreement, in an annual amount not to exceed Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, the term of the Piggyback Agreement commences October 1, 2026, and continues through September 30, 2031, coterminous with the Master Agreement, and any renewal of the Piggyback Agreement is subject to the renewal or extension of 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 the Piggyback Agreement with the Vendor for street sweeping services in an annual amount not to exceed $200,000.00.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for mechanical and/or regenerative air street sweeping services, for a term commencing October 1, 2026, through September 30, 2031, in an annual amount not to exceed $200,000.00 (the "Piggyback Agreement"), in form and substance similar to that attached as **Exhibit A**.

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-190

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Docusign Envelope ID: 27818A32-0240-825A-822D-69569E3E8D35

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND INTERNATIONAL SWEEPING, INC. DBA FACILITIES PRO-SWEEP

This Piggyback Agreement is made as of this __ day of _____, 2026, by and between International Sweeping, Inc. dba Facilities Pro-Sweep, a Florida corporation with a principal address of 2771 N. Vista Parkway, Unit F11, West Palm Beach, Florida 33411, 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 May 17, 2026, the City of Palm Beach Gardens issued an "Invitation to Bid" (ITB) No. ITB2026-180PW, to solicit bids from qualified and experienced contractor to procure mechanical and/or regenerative air street sweeping services for public roadways, designated parking lots, and other paved municipal areas; and

WHEREAS, the City of Palm Beach Gardens found International Sweeping Inc. dba Facilities Pro-Sweep to be the lowest, most responsive, responsible bidder and entered into an Agreement for Street Sweeping Services, Agreement No. ITB2026-180PW, dated July 23, 2026, for a five (5) year term contract from October 1, 2026, through September 30, 2031, which incorporates (ITB) No. ITB2026-180PW and the Vendor's response (the "Master Agreement"); and

WHEREAS, the City desires to obtain the Services from Vendor; and

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

WHEREAS, to provide continuity for the street sweeping services. The City of Boynton Beach desires to enter into a Piggyback Agreement with the Vendor for the procurement of mechanical and/or regenerative air street sweeping services for public roadways, designated parking lots, and other paved municipal areas; and

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WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, which incorporates the City of Palm Beach Gardens' Invitation to Bid No. ITB2026-180PW, Vendor's response, and the award letter, a copy of which is attached as Exhibit "A"; and

WHEREAS, the Vendor has provided a pricing proposal, Exhibit "B" to the City of Boynton Beach that meets the requirements of the Piggyback Procurement Exemption; 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

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

2. **TERM:** The term of this Agreement commences on October 1, 2026, and will remain in effect until September 30, 2031 ("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 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 Palm Beach Gardens" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor pursuant to the unit rates set forth in the Master Agreement, applied to the quantities and totals set forth in Exhibit "B", in an annual amount not to exceed Two Hundred Thousand Dollars ($200,000.00). The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

    a. **Scope of Services:** As used in this Agreement, "Services" means the mechanical and/or regenerative-air street sweeping services for public roadways, designated parking lots, and other paved municipal areas within the City of Boynton Beach, performed in accordance with the specifications, technical requirements, and performance standards of the Master Agreement (as modified herein) and the locations, estimated curb miles, frequency, and weekly route schedule set forth in Exhibit "B" (Price Proposal), including the route maps incorporated therein. The Services consist of the sweeping of approximately one hundred eighteen (118) curb miles of designated City roadways and approximately ten (10) curb miles of designated residential roadways (which shall be swept along the 118-mile routes), each swept one (1) time per week in accordance with the day-of-week route schedule depicted in Exhibit "B." The stated curb miles are estimates provided by the City for pricing purposes, are subject to confirmation by the City as described in Exhibit "B," and do not guarantee actual volume. The City reserves the right to add or delete

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streets, curb miles, or parking lots, or to adjust service frequency, during the Term upon reasonable notice to Vendor, with any added services compensated at the unit rates set forth in the Master Agreement. In the event of any conflict between the Master Agreement and Exhibit "B" regarding the scope, locations, curb miles, or frequency of the Services, Exhibit "B" shall control; in all other respects, including insurance, specifications, equipment and technical requirements, and performance standards, the Master Agreement shall control.

b. Emergency and Storm Response: The Master Agreement's emergency-response, storm, and FEMA provisions (including the two-hour response requirement) apply to the Services. Post-storm and emergency sweeping is not covered by the routine rates and must be authorized in advance by written task order or quotation, and performed and documented under the FEMA provisions so it remains reimbursement-eligible. This does not limit the City's right to obtain emergency debris removal from other contractors.

c. Blocked or Obstructed Areas: An area the Vendor cannot sweep because of a parked vehicle or other obstruction is not deemed complete; the Vendor shall re-sweep it within twenty-four (24) hours at no additional cost, in accordance with the Master Agreement. The "marked as complete" statement in Exhibit "B" does not apply, and the Master Agreement controls over any conflicting term in Exhibit "B."

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: International Sweeping, Inc. dba Facilities Pro-Sweep
John Lopes
2771 N. Vista Parkway
Unit F11
West Palm Beach, FL 33411
Telephone: 561-616-6363
Email: servicewpb@facilitiespro-sweep.com

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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: COBBInvoices@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;

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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

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

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to retain any sums otherwise due and payable, and City shall have no further obligation to pay Vendor for Services under this Agreement. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement.

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

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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

Docusign Envelope ID: 27818A32-0240-825A-822D-69569E3E8D35

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, City Clerk

INTERNATIONAL SWEEPING, INC.
DBA FACILITIES PRO-SWEEP

Signed by:
Alessandro Correa
7D3F32BC89AA4DE...

_____
(Signature) International Sweeping, Inc.

Alessandro Correa
_____
Print Name of Authorized Official

President
_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

Docusign Envelope ID: 27818A32-0240-825A-822D-69569E3E8D35

EXHIBIT A
MASTER AGREEMENT BETWEEN CITY OF PALM BEACH GARDENS AND INTERNATIONAL SWEEPING, INC. DBA FACILITIES PRO-SWEEP

Docusign Envelope ID: 27818A32-0240-825A-822D-69569E3E8D35

EXHIBIT B
PRICE PROPOSAL

City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.gov

Letter of Transmittal

DATE: July 23, 2026

TO: International Sweeping, Inc.
dba Facilities Pro-Sweep
2771 Vista Parkway, Unit F11
West Palm Beach, FL 33411
Attn: John Lopes

Delivered via FedEx Tracking No. 8169 1569 1396

Re: Agreement for Street Sweeping Services.

- ☑ **For Your Records**
- ☐ **As Requested**
- ☐ **For Review and Signature**
- ☐ **For Recording**
- ☐ **Returned for Corrections**
- ☐ **Other:** _____

Signed _____
Patricia Snider, CMC, City Clerk

FedEx Express **Package US Airbill**

FedEx Tracking Number **8169 1569 1396**

MUR 1

Form ID No. 0215

Sender's Copy

1 From *Please print and press hard.*

Date 7-23-2026 Sender's FedEx Account Number SENDER'S FEDEX ACCOUNT NUMBER ONLY 7103-2418-2

Sender's Name Patricia Snider Phone (561) 799-4122

Company CITY OF PALM BEACH GARDENS

Address 10500 N MILITARY TRL Dept./Floor/Suite/Room

City PALM BEACH GARDENS State FL ZIP 33410-4628

2 Your Internal Billing Reference OPTIONAL
First 24 characters will appear on invoice.

3 To

Recipient's Name John Lopes Phone (561) 616-6363

Company International Sweeping, Inc.

Address 2771 Vista Parkway UNIT F11 Dept./Floor/Suite/Room
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address
Use this line for the HOLD location address or for continuation of your shipping address.

City West Palm Beach State FL ZIP 33411

Hold Weekday — FedEx location address REQUIRED. NOT available for FedEx First Overnight.

Hold Saturday — FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

0137949359

Deliveries when and where you want.
Learn about FedEx Delivery Manager® at fedex.com/delivery.

4 Express Package Service * To most locations.

Packages up to 150 lbs.
For packages over 150 lbs., see the FedEx Express Freight US Airbill.

Next Business Day

- ☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☒ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- ☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- ☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

☒ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

☐ Saturday Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☒ No Signature Required — Package may be left without obtaining a signature for delivery.
☐ Direct Signature — Someone at recipient's address may sign for delivery.
☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods? One box must be checked.

☒ No
☐ Yes — As per attached Shipper's Declaration.
☐ Yes — Shipper's Declaration not required.
☐ Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide.

☐ Cargo Aircraft Only

7 Payment *Bill to:*

Enter FedEx Acct. No. below

☒ Sender — Acct. No. in Section 1 will be billed.
☐ Recipient
☐ Third Party

This airbill can be used only when billing to a FedEx account number. For cash, check, or credit card transactions, please go to a staffed shipping location.

FedEx Acct. No.

Total Packages	Total Weight	Total Declared Value†
	lbs.	$ .00

†Our liability is limited to US$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

611

Rev. Date 3/19 • Part #163134 • ©1994–2019 FedEx • PRINTED IN U.S.A.

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

Agreement Transmittal

	Name:	Signature:	Date:
Requestor	Jacob McCarty	Signed by: Jacob McCarty	7/21/2026 | 7:17 AM EDT
Department Head	David Reyes	Signed by: DC9E8B7F5384BF... David Reyes	7/21/2026 | 7:49 AM EDT
Purchasing	Km! Ra	DocuSigned by: FD728741D8F864C4... Km Ra	7/21/2026 | 8:07 AM EDT
Finance	Arienne Panczak	Signed by: 0C5B6B7A18674E8... Arienne Panczak	7/21/2026 | 8:14 AM EDT
Deputy City Manager	Stephen Stepp	Signed by: 95D9BC7ABD044D9... Stephen Stepp	7/21/2026 | 8:16 AM EDT
Deputy City Manager	Lori Laverriere	DocuSigned by: 64CB10C3469747F...	7/21/2026 | 9:40 AM EDT
Administration	Janice Massie	DocuSigned by: 83D8601ABEC0486... Janice Massie	7/21/2026 | 9:48 AM EDT
City Attorney	R. Max Lohman	Signed by: 5FD7BC086CFB4AC... R. Max Lohman 3177310F0B2E4EE...	7/21/2026 | 9:52 AM EDT
Title: (Include name that City Clerk should use when naming agreement in Laserfiche)	**Street Sweeping Services – International Sweeping, Inc. DBA Facilities Pro-Sweep**		

Background

International Sweeping, Inc. will provide street sweeping services on roadways throughout the City, which includes approximately 176 curb miles. They will also sweep all City-owned parking lots.

Budget Impact (Describe impact to revenues/expenses, funding account # **and** total amount of contract)

The impact to the budget will be funded through Streets and Stormwater Contractual Account # 001.3040.541.3400 as well as Gas Tax Contractual Account # 103.3000.539.3400. The estimated total amount of the five-year agreement is $565,000.00.

Laserfiche Data

Effective Date	Expiration Date	Contact Department
October 1, 2026	September 30, 2031	Community Services
Attach to Existing Document (if applicable):		N/A

Transmittal Notification Instructions (include address where agreement should be sent):

Vendor Contact Name: John Lopes
Vendor Physical/Mailing Address (NO PO BOX): 2771 Vista Pkwy, Unit F11, West Palm Beach, Florida 33411
Vendor Telephone Number: 561-616-6363
Vendor Email Address: servicewpb@facilitiespro-sweep.com

FINAL APPROVAL:

City Manager Approval *(if applicable):* Initial
Department Head Approval *(Dept Head must always initial here)* Initial DR

Comments:

Revised 7/17/2024

Date Transmitted to City Clerk 7/22/26
Date RLA Transmitted to City Clerk (if applicable) N/A
Date Transmitted to Department Head _____

Docusign Envelope ID: CD107129-7E55-843D-83E1-926109865F4A

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

AGREEMENT
FOR
STREET SWEEPING SERVICES

AGREEMENT NO. ITB2026-180PW

THIS AGREEMENT (the "Agreement") is made and entered into this 23rd day of July, 2026 (the "effective date"), by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **International Sweeping, Inc. dba Facilities Pro-Sweep**, a Florida corporation (the "Contractor"), located at 2771 Vista Parkway, Unit F11, West Palm Beach, Florida 33411.

WHEREAS, the City desires to retain the Contractor to provide certain street sweeping services for its Streets and Stormwater Division, in accordance with the City's Invitation to Bid ITB2026-180PW, Street Sweeping Services, and the Contractor's response thereto, attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid ITB2026-180PW, Street Sweeping Services, and the Contractor's response to the Invitation to Bid, including all addenda, final replies, and documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS/SERVICES

The Contractor shall provide mechanical and/or regenerative air street sweeping services for public roadways, designated parking lots, and other paved municipal areas.

The services shall include routine scheduled sweeping, special event support, and emergency response sweeping following storms or declared emergencies.

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The Contractor shall furnish all labor, supervision, equipment, materials, fuel, water, transportation, and incidentals necessary to perform the services described in the Agreement.

ARTICLE 3. PAYMENTS

The City will pay the Contractor for each location based on the pricing shown below, and upon receipt and acceptance of the services by a duly authorized representative of the City.

The locations to be serviced are identified below, including the estimated service quantities:

i. Group A – Major Streets (State and County Roads)
Approximately 140 curb miles of State and County major arterial roads, swept once per month.

ii. Group B – Minor Streets (City-Owned Roads)
Approximately 36 curb miles of City-owned minor arterial roads, swept twice per month.

iii. Group C – Parks/Parking Lots
City-owned parking lots, swept twice per month.

LOCATIONS AND PRICING

A.	GROUP A - MAJOR STREETS		RATE	PRICE
i	PGA Boulevard	22.80	$26.58	$606.02
ii	Military Trail	10.80	$26.58	$287.06
iii	Alternate A1A	18.28	$26.58	$485.88
iv	Central Boulevard	13.16	$26.58	$349.79
v	Jog Road	9.88	$26.58	$262.61
vi	Military Trail	12.00	$26.58	$318.96
vii	Northlake Boulevard	28.10	$26.58	$746.90
viii	Prosperity Farms Road	1.30	$26.58	$34.55
ix	RCA Boulevard	1.56	$26.58	$41.46
x	Hood Road	14.24	$26.58	$378.50
xi	Donald Ross Road	7.12	$26.58	$189.25
	TOTAL - GROUP A:			$3,701.00

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B.	GROUP B - MINOR STREETS		RATE	PRICE
i	Sunset Drive	0.50	$26.58	$13.29
ii	Holly Drive	0.89	$26.58	$23.66
iii	Holly Drive	0.39	$26.58	$10.37
iv	Burns Road	4.63	$26.58	$123.07
v	Kyoto Gardens Avenue	3.96	$26.58	$105.26
vi	Fairchild Avenue	4.32	$26.58	$114.83
vii	MacArthur Boulevard	2.64	$26.58	$70.17
viii	Gardens East Drive	3.04	$26.58	$80.80
ix	Gardens Parkway	6.20	$26.58	$164.80
x	Kew Gardens Avenue	1.28	$26.58	$34.02
xi	Minsk Gardens	0.22	$26.58	$5.85
xii	Fairchild Avenue	1.48	$26.58	$39.34
xiii	Lake Victoria Gardens	1.20	$26.58	$31.90
xiv	Valencia Gardens Avenue	1.43	$26.58	$38.01
xv	Riverside Drive	0.23	$26.58	$6.11
xvi	Northcorp Parkway	1.20	$26.58	$31.90
xvii	Allamanda Drive	0.14	$26.58	$3.72
xviii	Allamanda Drive	0.22	$26.58	$5.85
xix	Sandhill Crane Drive	2.22	$26.58	$59.01
	TOTAL - GROUP B:			$902.92

C.	GROUP C - PARKS AND PARKING LOTS			
i	Lilac Park			$30.15
ii	Gardens Park			$86.15
iii	Mirasol Park			$40.15
iv	Tennis and Pickleball Center			$40.15
v	Joseph Russo Park			$30.15
vi	Oaks Park			$30.15
vii	Lakeside Complex			$30.15
viii	Burns Road Community Center			$86.15

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ix	Lake Catherine Sports Complex			$40.15
x	Roller Hockey Park			$30.15
xi	Plant Drive Park			$30.15
xii	Riverside Youth Enrichment Center			$30.15
xiii	City Hall and Police Department			$121.15
xiv	Gardens North County District Park			$58.55
xv	Sandhill Crane Golf Club			$76.55
xiv	The Nest			$48.55
	TOTAL - GROUP C:			**$808.60**

All payments shall be made in accordance with Chapter 218, *Florida Statutes,* upon receipt of a proper invoice from the Contractor.

ARTICLE 4. AGREEMENT AMOUNT

The estimated annual expenditure is One Hundred Thirteen Thousand Dollars ($113,000.00) for each year of this Agreement, for work completed by the Contractor and accepted by the City.

The estimated total amount of the Agreement for the five- (5) year term is Five Hundred Sixty-Five Thousand Dollars ($565,000.00).

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2026, through September 30, 2031, unless terminated beforehand as provided for in Article 6 of this Agreement.

ARTICLE 6. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon providing at least 30 days' written notice to the other party. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

ARTICLE 7. INDEMNIFICATION

The Contractor recognizes that it is an independent contractor and not an agent or servant of the City. The Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liabilities, losses, or damages, including attorney's fees and cost of defense that the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or

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resulting from the negligent acts, omissions, or willful misconduct by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor 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 attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, and hold harmless the City or its officers, employees, agents, and instrumentalities as herein provided. This Article shall survive the term of this Agreement.

ARTICLE 8. INSURANCE

The Contractor shall not commence any work under the Agreement until the City has received and approved all required Certificates of Insurance.

i. GENERAL REQUIREMENTS

All insurance policies must be issued by companies authorized, licensed, and registered to conduct business in the State of Florida and rated B+ or higher by the latest edition of A.M. Best's Insurance Guide.

Certificates of Insurance must:

- Name the City of Palm Beach Gardens as an additional insured on General Liability, Auto Liability, and Umbrella/Excess policies.
- Include a clause requiring 30 days' prior written notice to the City of cancellation, non-renewal, or material change in coverage.
- Be submitted within ten (10) calendar days of award and prior to the start of any work.
- Be renewed and resubmitted to the City upon expiration.

Acceptance of Certificates of Insurance by the City does not waive the Contractor's obligation to provide coverage meeting the full requirements of the Agreement.

All deductibles and self-insured retentions are subject to City approval.

The City reserves the right to reject any claimed exemption from Workers' Compensation coverage.

ii. REQUIRED COVERAGE

The Contractor shall maintain the following minimum coverage at all times during the term of the Agreement:

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Workers' Compensation

Coverage in compliance with Florida law and all applicable federal requirements. Must apply to all employees.

Commercial General Liability

Minimum limits of $1,000,000 per occurrence, including:
Products and Completed Operations
Personal and Advertising Injury
Pollution/Environmental Liability
Marine General Liability / Hull & Protection & Indemnity (if watercraft used)

Contractual Liability

If General Liability coverage is less than $1,000,000, Umbrella or Excess Liability coverage may be used to meet the minimum combined limit.
The City must be named as an additional insured.

Automobile Liability

Coverage for owned, non-owned, and hired vehicles, with minimum limits of $1,000,000 per occurrence.
The City must be named as an additional insured.

Umbrella/Excess Liability (if needed)

May be used to supplement General Liability and Auto Liability to satisfy minimum limit requirements.
Must provide coverage at least as broad as the underlying policies.

iii. SUBCONTRACTORS
The Contractor shall ensure that all subcontractors maintain insurance that meets or exceeds these requirements. The Contractor shall be responsible for verifying and obtaining copies of all subcontractor certificates of insurance and providing them to the City upon request.

If no deductible for insurance is mentioned above, the City reserves the right to require such deductibles as determined by its Risk Management Coordinator, but not more than $25,000 per claim.

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ARTICLE 9. MISCELLANEOUS PROVISIONS

i. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand-delivered, sent via electronic mail, or sent by overnight delivery service to the following addresses:

As to the City:	City of Palm Beach Gardens 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Manager Email: rferris@pbgfl.gov
With a copy to:	City of Palm Beach Gardens 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Attorney Email: mlohman@pbgfl.gov
As to the Contractor:	International Sweeping, Inc. dba Facilities Pro-Sweep 2771 Vista Parkway Unit F11 West Palm Beach, Florida 33411 Attn: Thais Correa-Lopes Email: tcorrea@facilitiespro-sweep.com

ii. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.

iii. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

iv. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.

v. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

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vi. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. The venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

vii. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

viii. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

ix. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.

x. Equal Opportunity. The City and the Contractor agree that no person shall, on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age, be discriminated against in the performance of this Agreement.

ARTICLE 10. ACCESS AND AUDIT OF RECORDS

The City reserves the right to request that the Contractor submit to an audit by an auditor of the City's choosing at the City's expense. Upon ninety (90) days' notice and at a time convenient for the Contractor, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly to this Agreement. Audits shall occur no more frequently than once per calendar year, and any such request for records is limited to no more than twelve (12) months back from the date of the notice to audit. The Contractor shall retain all records pertaining to this Agreement and, upon request, make them available to the City for one (1) year following the expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

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ARTICLE 11. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (IG), which is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The IG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 12. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes,* or as otherwise provided by law. The Contractor shall 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. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.GOV.

ARTICLE 13. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to the Agreement, the terms, conditions, and requirements in this Agreement shall take precedence over any and all conflicting or modifying terms,

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conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 14. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, pandemic, natural disaster, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that, in extenuating circumstances, the City may excuse performance for a longer term. The economic hardship of the Contractor shall not constitute force majeure. 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.

ARTICLE 15. COMPLIANCE AND CONDUCT

At all times, the Contractor shall comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The Contractor shall take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

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By entering into this Agreement, the Contractor agrees to comply with the provisions of Section 448.095, *Florida Statutes*, "Employment Eligibility." This includes, but is not limited to, utilizing the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that they do not employ, contract with, or subcontract with an alien unauthorized to work in the United States of America. Failure to comply will result in termination of this Agreement, or if a subcontractor knowingly violates the above-referenced statute, such subcontractor must be terminated immediately.

ARTICLE 16. DEFAULT

In the event the Contractor defaults in the performance of the Agreement, the City shall have the following options:

i. The City will give the Contractor written notice of default. If the default is not corrected within the time allowed in the notice, the City may terminate the Agreement by providing written notice.

ii. Upon termination for default, the City shall be entitled to recover any and all claims for damages, at law or in equity, that may be due to the City.

iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the Contractor for the full cost of labor and materials expended, plus 15 percent of such costs for administrative overhead.

The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options or a waiver of the default or any subsequent default.

The City shall not be liable for any claim of damages, including lost profit, by the Contractor should the City terminate the Agreement, whether such termination was with or without cause.

(The remainder of this page is intentionally left blank.)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date first hereinabove written.

CITY OF PALM BEACH GARDENS, FLORIDA

By: _____
Ronald M. Ferris, City Manager

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
R. Max Lohman, City Attorney

INTERNATIONAL SWEEPING, INC.
DBA FACILITIES PRO-SWEEP

Signed by:
By: Alessandro Correa
7D3E32BC89AA4DE...
Alessandro Correa, President

EXHIBIT "A"

PALM BEACH Gardens

PROCUREMENT MANAGEMENT OFFICE

PUBLIC NOTICE – RECOMMENDATION TO AWARD

Date:	June 17, 2026
Solicitation Number	ITB2026-180PW
Title:	Street Sweeping Services

Notice is hereby given that the City of Palm Beach Gardens has completed its evaluation of offers received for the above-mentioned solicitation. The City Manager or designee has recommended the award of the contract to the following bidder:

Name of Contractor:	International Sweeping, Inc., dba Facilities Pro-Sweep
Contract Term:	5 Years
Option to Renew:	None
Total Contract Value:	$113,000 per year | $565,000 for 5-year contract term (Five Hundred Sixty-Five Thousand Dollars)

Per:

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Chief Procurement Officer

c: Patty Snider, CMC
City Clerk

www.pbgfl.gov/procurement

City of Palm Beach Gardens, Florida

Bid Tabulation

ITB No.: ITB2026-180PW
Bid Title: Street Sweeping Services
Bid Opening Date: Friday, June 12, 2026 @ 3:00 P.M.
Prepared by: Km! Ra

VENDOR NAME:			USA SERVICES OF FLORIDA		TERRA MAINTENANCE CO.		INTERNATIONAL SWEEPING		SFM JANITORIAL SERVICES		INVERSIONES LOS CUATRO		KAYLEX SWEEPING		TRI COUNTY SWEEPING SERVS	
Corporation Address			Tampa, FL 33607		Port Saint Lucie, FL 34953		West Palm Beach, FL 33411		Medley, FL 33166		Miami, FL 33130		Miami, FL 33185		Davie, FL 33314	
Vendor Contact			Adriane Leavitt		Elton Michel		John Lopes		Christian Infante		Alejandro Anez		Pamela Rivera		David Chehata	
Vendor Contact Phone Number			216.393.0656		786.312.1433		561.616.6363		305.818.2424		772.999.1819		786.214.1153		954.797.0101	
Vendor Contact Email			bids@sweepingcorp.com		elton.terram@gmail.com		servicewob@facilitiespro-sweep.com		cinfante@sfmservices.com		anezalejandro@gmail.com		kaylexsweeping@gmail.com		david@trisweep.com	
ITEM	DESCRIPTION	MILES														
A.	GROUP A - MAJOR STREETS		RATE	PRICE	RATE	PRICE	RATE	PRICE	RATE	PRICE	RATE	PRICE	RATE	PRICE	RATE	PRICE
i.	PGA Boulevard	22.80	$31.80	$725.04	$26.48	$603.74	$26.58	$606.02	$41.69	$950.53	$45.00	$1,026.00	$48.00	$1,094.40	$150.00	$3,420.00
ii	Military Trail	10.80	$31.80	$343.44	$26.48	$285.98	$26.58	$287.06	$41.69	$450.25	$45.00	$486.00	$48.00	$518.40	$150.00	$1,620.00
iii	Alternate A1A	18.28	$31.80	$581.30	$26.48	$484.05	$26.58	$485.88	$41.69	$762.09	$45.00	$822.60	$48.00	$877.44	$150.00	$2,742.00
iv	Central Boulevard	13.16	$31.80	$418.49	$26.48	$348.48	$26.58	$349.79	$41.69	$548.64	$45.00	$592.20	$48.00	$631.68	$150.00	$1,974.00
v	Jog Road	4.94	$31.80	$157.09	$26.48	$130.81	$26.58	$131.31	$41.69	$205.95	$45.00	$222.30	$48.00	$237.12	$150.00	$741.00
vi	Military Trail	12.00	$31.80	$381.60	$26.48	$317.76	$26.58	$318.96	$41.69	$500.28	$45.00	$540.00	$48.00	$576.00	$150.00	$1,800.00
vii	Northlake Boulevard	28.10	$31.80	$893.58	$26.48	$744.09	$26.58	$746.90	$41.69	$1,171.49	$45.00	$1,264.50	$48.00	$1,348.80	$150.00	$4,215.00
viii	Prosperity Farms Road	1.30	$31.80	$41.34	$26.48	$34.42	$26.58	$34.55	$41.69	$54.20	$45.00	$58.50	$48.00	$62.40	$150.00	$195.00
ix	RCA Boulevard	1.56	$31.80	$49.61	$26.48	$41.31	$26.58	$41.46	$41.69	$65.04	$45.00	$70.20	$48.00	$74.88	$150.00	$234.00
x	Hood Road	8.98	$31.80	$285.56	$26.48	$237.79	$26.58	$238.69	$41.69	$374.38	$45.00	$404.10	$48.00	$431.04	$150.00	$1,347.00
xi	Donald Ross Road	7.12	$31.80	$226.42	$26.48	$188.54	$26.58	$189.25	$41.69	$296.83	$45.00	$320.40	$48.00	$341.76	$150.00	$1,068.00
	TOTAL - GROUP A:			$4,103.47		$3,416.98		$3,429.88		$5,379.68		$5,806.80		$6,193.92		$19,356.00
B.	GROUP B - MINOR STREETS		RATE	PRICE	RATE	PRICE	RATE	PRICE	RATE	PRICE	RATE	PRICE	RATE	PRICE	RATE	PRICE
i	Sunset Drive	0.50	$31.80	$15.90	$26.48	$13.24	$26.58	$13.29	$41.69	$20.85	$48.00	$24.00	$48.00	$24.00	$150.00	$75.00
ii	Holly Drive	0.89	$31.80	$28.30	$26.48	$23.57	$26.58	$23.66	$41.69	$37.10	$48.00	$42.72	$48.00	$42.72	$150.00	$133.50
iii	Holly Drive	0.39	$31.80	$12.40	$26.48	$10.33	$26.58	$10.37	$41.69	$16.26	$48.00	$18.72	$48.00	$18.72	$150.00	$58.50
iv	Burns Road	4.63	$31.80	$147.23	$26.48	$122.60	$26.58	$123.07	$41.69	$193.02	$48.00	$222.24	$48.00	$222.24	$150.00	$694.50
v	Kyoto Gardens Avenue	3.96	$31.80	$125.93	$26.48	$104.86	$26.58	$105.26	$41.69	$165.09	$48.00	$190.08	$48.00	$190.08	$150.00	$594.00
vi	Fairchild Avenue	4.32	$31.80	$137.38	$26.48	$114.39	$26.58	$114.83	$41.69	$180.10	$48.00	$207.36	$48.00	$207.36	$150.00	$648.00
vii	MacArthur Boulevard	2.64	$31.80	$83.95	$26.48	$69.91	$26.58	$70.17	$41.69	$110.06	$48.00	$126.72	$48.00	$126.72	$150.00	$396.00
viii	Gardens East Drive	3.04	$31.80	$96.67	$26.48	$80.50	$26.58	$80.80	$41.69	$126.74	$48.00	$145.92	$48.00	$145.92	$150.00	$456.00
ix	Gardens Parkway	6.20	$31.80	$197.16	$26.48	$164.18	$26.58	$164.80	$41.69	$258.48	$48.00	$297.60	$48.00	$297.60	$150.00	$930.00
x	Kew Gardens Avenue	1.28	$31.80	$40.70	$26.48	$33.89	$26.58	$34.02	$41.69	$53.36	$48.00	$61.44	$48.00	$61.44	$150.00	$192.00
xi	Minsk Gardens	0.22	$31.80	$7.00	$26.48	$5.83	$26.58	$5.85	$41.69	$9.17	$48.00	$10.56	$48.00	$10.56	$150.00	$33.00
xii	Fairchild Avenue	1.48	$31.80	$47.06	$26.48	$39.19	$26.58	$39.34	$41.69	$61.70	$48.00	$71.04	$48.00	$71.04	$150.00	$222.00
xiii	Lake Victoria Gardens	1.20	$31.80	$38.16	$26.48	$31.78	$26.58	$31.90	$41.69	$50.03	$48.00	$57.60	$48.00	$57.60	$150.00	$180.00
xiv	Valencia Gardens Avenue	1.43	$31.80	$45.47	$26.48	$37.87	$26.58	$38.01	$41.69	$59.62	$48.00	$68.64	$48.00	$68.64	$150.00	$214.50
xv	Riverside Drive	0.23	$31.80	$7.31	$26.48	$6.09	$26.58	$6.11	$41.69	$9.59	$48.00	$11.04	$48.00	$11.04	$150.00	$34.50
xvi	Northcorp Parkway	1.20	$31.80	$38.16	$26.48	$31.78	$26.58	$31.90	$41.69	$50.03	$48.00	$57.60	$48.00	$57.60	$150.00	$180.00
xvii	Allamanda Drive	0.14	$31.80	$4.45	$26.48	$3.71	$26.58	$3.72	$41.69	$5.84	$48.00	$6.72	$48.00	$6.72	$150.00	$21.00
xviii	Allamanda Drive	0.22	$31.80	$7.00	$26.48	$5.83	$26.58	$5.85	$41.69	$9.17	$48.00	$10.56	$48.00	$10.56	$150.00	$33.00
xix	Sandhill Crane Drive	2.22	$31.80	$70.60	$26.48	$58.79	$26.58	$59.01	$41.69	$92.55	$48.00	$106.56	$48.00	$106.56	$150.00	$333.00

ITB No.: ITB2026-180PW
Bid Title: Street Sweeping Services
Bid Opening Date: Friday, June 12, 2026 @ 3:00 P.M.
Prepared by: Km! Ra

	VENDOR NAME:		USA SERVICES OF FLORIDA		TERRA MAINTENANCE CO.		INTERNATIONAL SWEEPING		SFM JANITORIAL SERVICES		INVERSIONES LOS CUATRO		KAYLEX SWEEPING		TRI COUNTY SWEEPING SERVS
	TOTAL - GROUP B:			**$1,080.25**		**$899.53**		**$902.92**		**$1,416.21**		**$1,630.56**		**$1,630.56**		**$5,095.50**
C.	**GROUP C - PARKS AND PARKING LOTS**															
i	Lilac Park			$59.00		$55.77		$30.15		$130.00		$175.00		$2,000.00		$50.00
ii	Gardens Park			$59.00		$167.31		$86.15		$260.00		$400.00		$2,000.00		$200.00
iii	Mirasol Park			$59.00		$78.07		$40.15		$260.00		$250.00		$2,000.00		$75.00
iv	Tennis and Pickleball Center			$59.00		$78.07		$40.15		$260.00		$250.00		$2,000.00		$115.00
v	Joseph Russo Park			$59.00		$167.31		$30.15		$195.00		$200.00		$2,000.00		$72.00
vi	Oaks Park			$59.00		$55.77		$30.15		$130.00		$200.00		$2,000.00		$45.00
vii	Lakeside Complex			$59.00		$55.77		$30.15		$130.00		$300.00		$2,000.00		$55.00
viii	Burns Road Community Center			$125.00		$334.60		$86.15		$260.00		$350.00		$2,000.00		$75.00
ix	Lake Catherine Sports Complex			$59.00		$78.07		$40.15		$130.00		$300.00		$2,000.00		$55.00
x	Roller Hockey Park			$59.00		$55.77		$30.15		$65.00		$175.00		$2,000.00		$75.00
xi	Plant Drive Park			$59.00		$55.77		$30.15		$65.00		$175.00		$2,000.00		$75.00
xii	Riverside Youth Enrichment Center			$59.00		$55.77		$30.15		$65.00		$200.00		$2,000.00		$65.00
xiii	City Hall and Police Department			$125.00		$446.16		$121.15		$260.00		$600.00		$2,000.00		$125.00
xiv	Gardens North County District Park			$59.00		$167.31		$58.55		$260.00		$500.00		$2,000.00		$100.00
xv	Sandhill Crane Golf Club			$125.00		$167.31		$76.55		$195.00		$850.00		$2,000.00		$125.00
xiv	The Nest			$125.00		$167.31		$48.55		$260.00		$600.00		$2,000.00		$125.00
	TOTAL - GROUP C:			**$1,208.00**		**$2,186.14**		**$808.60**		**$2,925.00**		**$5,525.00**		**$32,000.00**		**$1,432.00**
	GRAND TOTALS:			**$6,391.72**		**$6,502.64**		**$5,141.41**		**$9,720.89**		**$12,962.36**		**$39,824.48**		**$25,883.50**

NOTE: This bid tabulation is an indication of prices only and not a determination of the responsive, responsible bidders.

PROCUREMENT MANAGEMENT OFFICE

SOLICITATION ADDENDUM

Addendum No. 4

DATE: June 3, 2026

TO: All Potential Bidders

SOLICITATION NO.: ITB2026-180PW

TITLE: Street Sweeping Services

DUE DATE: Friday, June 12, 2026 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following questions were received from a potential bidder, and the responses are provided as shown below.

Question: Viewing that the contract was generated about 10 years ago, has the City generated the new budget for this contract with accordance to the increase in labor, material costs, inflation, diesel - over this 10 year period? Does the new budget account for these major differences that significantly increase/impact cost per mile.

Response: *The City does not establish a predetermined budget based solely on the previous contract value. In developing this solicitation, the City considered current market conditions and recognizes that labor, equipment, fuel, material, maintenance, and other operating costs have increased since the existing contract was awarded approximately ten years ago.*

The purpose of this Invitation to Bid is to obtain current competitive pricing from qualified contractors based on today's market conditions and the scope of services requested. The City will evaluate all responsive bids received and determine award based on the solicitation requirements and available funding.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Chief Procurement Officer

PROCUREMENT MANAGEMENT OFFICE

SOLICITATION ADDENDUM

Addendum No. 3

DATE: June 3, 2026

TO: All Potential Bidders

SOLICITATION NO.: ITB2026-180PW

TITLE: Street Sweeping Services

DUE DATE: Friday, June 12, 2026 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following questions were received from a potential bidder, and the responses are provided as shown below.

Question 1: Can you please provide copies of all invoices submitted by the current street sweeping provider for 2026 January to May?

Response: *Please see attached from our Finance Department.*

Question 2: Were there built in price increases in the previous b[i]d during the 5 year and 5 year renewal period?

Response: *The price adjustment clause from the previous bid is reproduced below.*

PRICE ADJUSTMENTS BASED ON GOVERNMENTAL PRICE INDEX
Upon completion, of the initial five-year term of the Contract term, and no less than ninety (90) days prior to the end of the initial five-year term, the City may consider an adjustment to prices based on the most recent annual change in the following pricing index:

Consumer Price Index, All Goods and Services, All Items, Miami-Fort Lauderdale Area.

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the new 5-year year, the awarded Bidder's request for adjustment should be submitted at least ninety (90) days prior to expiration of the current Contract Term. The adjustment requested shall not be

in excess of the relevant pricing index change. If a timely adjustment request is not received from the awarded Bidder, the City may exercise its option to renew the Contract for another five years without any pricing adjustment. Any adjustment request received after the commencement of the new contract term will not be considered.

The City reserves the right to negotiate lower pricing for the new contract term based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the new contract term, based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments requested by the awarded Bidder

Question 3: What is the policy on the price increase adjustment clause?
Response: *There is no price increase or adjustment clause in this solicitation. The vendor's pricing must be fixed during the contract term (See Section 1.5, Fixed Pricing).*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Chief Procurement Officer

Attachment

CITY OF PALM BEACH GARDENS, FL 33410 ACCOUNTS PAYABLE CHECK NO. 743204

INVOICE NUMBER	DATE	P.O. NUMBER	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
49784	12/29/2025	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	103.3000.539.3400	4,614.69
49785	12/29/2025	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	001.3040.541.3400	1,673.10
49786	12/29/2025	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	001.3040.541.3400	450.00

PLEASE DETACH BEFORE DEPOSITING

CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FL 33410
(561)799-4100

BB&T
7102 FAIRWAY DRIVE
PALM BEACH GARDENS, FL 33418
1-800-BANK BBT

63-91
2631

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
16848	01/07/2026	743204	VOID

PAY *****EFT PAYMENT NOTICE ONLY - DO NOT CASH *****

TO THE ORDER OF
INTERNATIONAL SWEEPING INC.
DBA: FACILITIES PRO-SWEEP
PO BOX 220896
WEST PALM BEACH, FL 33422

NON-NEGOTIABLE

COPY COPY COPY COPY COPY

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
103.3000.539.3400
Inv 49784
$4,614.69

Daniel Widdick
Daniel Widdick (Dec 29, 2025 15:45:47 EST)

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Street Sweeping Services
Streets
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
49784	12/29/2025	Net 30	01/28/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Streets	191.64	24.08	4,614.69

Thank you for your business.

BALANCE DUE **$4,614.69**

International Sweeping Invoice_49784

Final Audit Report 2025-12-29

Created:	2025-12-29
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHDVIUQaUShkfJYrLpXBS07S4KEaD1hGA

"International Sweeping Invoice_49784" History

Document created by Tiffany McKee Logan (tmckeelogan@pbgfl.com)
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2025-12-29 - 8:42:34 PM GMT

Email viewed by dwiddick@pbgfl.com
2025-12-29 - 8:43:11 PM GMT

Signer dwiddick@pbgfl.com entered name at signing as Daniel Widdick
2025-12-29 - 8:45:45 PM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.com)
Signature Date: 2025-12-29 - 8:45:47 PM GMT - Time Source: server

Agreement completed.
2025-12-29 - 8:45:47 PM GMT

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
001.3040.541.3400
Inv 49785
$1,673.10

INVOICE

Daniel Widdick

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Power Sweeping Services
Parking Lots
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
49785	12/29/2025	Net 30	01/28/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Twice a month services of 15 parking lots	1	1,318.20	1,318.20
	Power Sweeping Services - 2 additional visits per month of the City Hall	1	202.80	202.80
	Power Sweeping Services - 2 additional visits per month of the Burns Rd Community Center	1	152.10	152.10

Thank you for your business.

BALANCE DUE **$1,673.10**

International Sweeping Invoice_49785

Final Audit Report 2025-12-30

Created:	2025-12-30
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjKBlrOc06bp1BTZlSlv-JnehJVRvt_yV

"International Sweeping Invoice_49785" History

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2025-12-30 - 2:53:10 PM GMT

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Signature Date: 2025-12-30 - 2:53:12 PM GMT - Time Source: server

Agreement completed.
2025-12-30 - 2:53:12 PM GMT

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
001.3040.541.3400
Inv 49786
$450.00

INVOICE

Daniel Widdick
Daniel Widdick (Dec 30, 2025 09:52 AM EST)

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Power Sweeping Services
Parking Lots
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
49786	12/29/2025	Net 30	01/28/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Cleaning of Kyoto and Military Trail	1	450.00	450.00

Thank you for your business.

BALANCE DUE **$450.00**

International Sweeping Invoice_49786

Final Audit Report 2025-12-30

Created:	2025-12-30
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFSj9l3vgI6CSSGK08paSd7Mn1TpRx8_K

"International Sweeping Invoice_49786" History

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2025-12-30 - 1:20:58 PM GMT

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2025-12-30 - 2:52:45 PM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.com)
Signature Date: 2025-12-30 - 2:52:47 PM GMT - Time Source: server

Agreement completed.
2025-12-30 - 2:52:47 PM GMT

CITY OF PALM BEACH GARDENS, FL 33410 ACCOUNTS PAYABLE CHECK NO. 743666

INVOICE NUMBER	DATE	P.O. NUMBER	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
50042	01/29/2026	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	001.3040.541.3400	1,673.10
50043	01/29/2026	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	103.3000.539.3400	4,614.69

PLEASE DETACH BEFORE DEPOSITING

CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FL 33410
(561)799-4100

BB&T
7102 FAIRWAY DRIVE
PALM BEACH GARDENS, FL 33418
1-800-BANK BBT

63-91
2631

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
16848	02/18/2026	743666	VOID

PAY *****EFT PAYMENT NOTICE ONLY - DO NOT CASH *****

TO THE ORDER OF
INTERNATIONAL SWEEPING INC.
DBA: FACILITIES PRO-SWEEP
PO BOX 220896
WEST PALM BEACH, FL 33422

NON-NEGOTIABLE

COPY COPY COPY COPY COPY

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
001.3040.541.3400
Inv 50042
$1,673.10

Daniel Widdick
Daniel Widdick (Feb 5, 2026 08:46:30 EST)

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Power Sweeping Services
Parking Lots
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
50042	01/29/2026	Net 30	02/28/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Twice a month services of 15 parking lots	1	1,318.20	1,318.20
	Power Sweeping Services - 2 additional visits per month of the City Hall	1	202.80	202.80
	Power Sweeping Services - 2 additional visits per month of the Burns Rd Community Center	1	152.10	152.10

Thank you for your business.

BALANCE DUE **$1,673.10**

International Street Sweeping Invoice_50042

Final Audit Report 2026-02-05

Created:	2026-02-04
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATdK6TpYjoeBx2nywdKhOaEB3UVPugf0v

"International Street Sweeping Invoice_50042" History

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2026-02-04 - 6:41:38 PM GMT

Email viewed by dwiddick@pbgfl.gov
2026-02-04 - 6:42:15 PM GMT

Signer dwiddick@pbgfl.gov entered name at signing as Daniel Widdick
2026-02-05 - 1:46:28 PM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.gov)
Signature Date: 2026-02-05 - 1:46:30 PM GMT - Time Source: server

Agreement completed.
2026-02-05 - 1:46:30 PM GMT

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
103.3000.539.3400
Inv 50043
$4,614.69

Daniel Widdick
Daniel Widdick (Feb 5, 2026 08:48:07 EST)

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Street Sweeping Services
Streets
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
50043	01/29/2026	Net 30	02/28/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Streets	191.64	24.08	4,614.69

Thank you for your business.

BALANCE DUE **$4,614.69**

International Street Sweeping Invoice_50043

Final Audit Report 2026-02-05

Created:	2026-02-04
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQu5wgzcMCrRU7o1DfgEu54S4GJW0_hz2

"International Street Sweeping Invoice_50043" History

Document created by Tiffany McKee Logan (tmckeelogan@pbgfl.com)
2026-02-04 - 6:42:57 PM GMT

Document emailed to dwiddick@pbgfl.gov for signature
2026-02-04 - 6:43:01 PM GMT

Email viewed by dwiddick@pbgfl.gov
2026-02-04 - 6:43:40 PM GMT

Signer dwiddick@pbgfl.gov entered name at signing as Daniel Widdick
2026-02-05 - 1:46:05 PM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.gov)
Signature Date: 2026-02-05 - 1:46:07 PM GMT - Time Source: server

Agreement completed.
2026-02-05 - 1:46:07 PM GMT

CITY OF PALM BEACH GARDENS, FL 33410 ACCOUNTS PAYABLE CHECK NO. 743845

INVOICE NUMBER	DATE	P.O. NUMBER	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
50316	02/25/2026	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	103.3000.539.3400	4,614.69
50317	02/25/2026	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	001.3040.541.3400	1,673.10

PLEASE DETACH BEFORE DEPOSITING

CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FL 33410
(561)799-4100

BB&T
7102 FAIRWAY DRIVE
PALM BEACH GARDENS, FL 33418
1-800-BANK BBT

63-91
2631

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
16848	03/04/2026	743845	VOID

PAY *****EFT PAYMENT NOTICE ONLY - DO NOT CASH *****

TO THE ORDER OF
INTERNATIONAL SWEEPING INC.
DBA: FACILITIES PRO-SWEEP
PO BOX 220896
WEST PALM BEACH, FL 33422

NON-NEGOTIABLE

COPY COPY COPY COPY COPY

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
103.3000.539.3400
Inv 50316
$4,614.69

Daniel Widdick
Daniel Widdick (Feb 26, 2026 09:45:03 EST)

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Street Sweeping Services
Streets
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
50316	02/25/2026	Net 30	03/27/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Streets	191.64	24.08	4,614.69

Thank you for your business.

BALANCE DUE **$4,614.69**

International Sweeping Invoice_50316

Final Audit Report 2026-02-26

Created:	2026-02-26
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlCnRCk6MX6v3kLT2Bk0oTTR6ACM1fHIc

"International Sweeping Invoice_50316" History

Document created by Tiffany McKee Logan (tmckeelogan@pbgfl.com)
2026-02-26 - 1:27:03 PM GMT

Document emailed to dwiddick@pbgfl.gov for signature
2026-02-26 - 1:27:07 PM GMT

Email viewed by dwiddick@pbgfl.gov
2026-02-26 - 1:27:58 PM GMT

Signer dwiddick@pbgfl.gov entered name at signing as Daniel Widdick
2026-02-26 - 1:45:01 PM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.gov)
Signature Date: 2026-02-26 - 1:45:03 PM GMT - Time Source: server

Agreement completed.
2026-02-26 - 1:45:03 PM GMT

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
001.3040.541.3400
Inv 50317
$1,673.10

Daniel Widdick
Daniel Widdick (Feb 26, 2026 09:44:42 EST)

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Power Sweeping Services
Parking Lots
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
50317	02/25/2026	Net 30	03/27/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Twice a month services of 15 parking lots	1	1,318.20	1,318.20
	Power Sweeping Services - 2 additional visits per month of the City Hall	1	202.80	202.80
	Power Sweeping Services - 2 additional visits per month of the Burns Rd Community Center	1	152.10	152.10

Thank you for your business.

BALANCE DUE **$1,673.10**

International Sweeping Invoice_50317

Final Audit Report 2026-02-26

Created:	2026-02-26
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe_8trhYZxiWK-LkW3lir8qVsb75dG8hS

"International Sweeping Invoice_50317" History

Document created by Tiffany McKee Logan (tmckeelogan@pbgfl.com)
2026-02-26 - 1:28:07 PM GMT

Document emailed to dwiddick@pbgfl.gov for signature
2026-02-26 - 1:28:11 PM GMT

Email viewed by dwiddick@pbgfl.gov
2026-02-26 - 1:28:59 PM GMT

Signer dwiddick@pbgfl.gov entered name at signing as Daniel Widdick
2026-02-26 - 1:44:40 PM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.gov)
Signature Date: 2026-02-26 - 1:44:42 PM GMT - Time Source: server

Agreement completed.
2026-02-26 - 1:44:42 PM GMT

CITY OF PALM BEACH GARDENS, FL 33410 ACCOUNTS PAYABLE CHECK NO. 744506

INVOICE NUMBER	DATE	P.O. NUMBER	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
50502	03/28/2026	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	001.3040.541.3400	1,673.10
50503	03/28/2026	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	103.3000.539.3400	4,614.69

PLEASE DETACH BEFORE DEPOSITING

CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FL 33410
(561)799-4100

BB&T
7102 FAIRWAY DRIVE
PALM BEACH GARDENS, FL 33418
1-800-BANK BBT

63-91
2631

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
16848	04/15/2026	744506	VOID

PAY *****EFT PAYMENT NOTICE ONLY - DO NOT CASH *****

TO THE ORDER OF
INTERNATIONAL SWEEPING INC.
DBA: FACILITIES PRO-SWEEP
PO BOX 220896
WEST PALM BEACH, FL 33422

NON-NEGOTIABLE

COPY COPY COPY COPY COPY

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
001.3040.541.3400
Inv 50502
$1,673.10

Daniel Widdick
Daniel Widdick (Mar 27, 2026 14:19:44 EDT)

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Power Sweeping Services
Parking Lots
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
50502	03/26/2026	Net 30	04/25/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Twice a month services of 15 parking lots	1	1,318.20	1,318.20
	Power Sweeping Services - 2 additional visits per month of the City Hall	1	202.80	202.80
	Power Sweeping Services - 2 additional visits per month of the Burns Rd Community Center	1	152.10	152.10

Thank you for your business.

BALANCE DUE **$1,673.10**

International Street Sweeping Invoice_50502

Final Audit Report 2026-03-27

Created:	2026-03-27
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh41WkIOvSaT92-XuoFaeC2tPno9p3lLj

"International Street Sweeping Invoice_50502" History

Document created by Tiffany McKee Logan (tmckeelogan@pbgfl.com)
2026-03-27 - 3:42:03 PM GMT

Document emailed to dwiddick@pbgfl.gov for signature
2026-03-27 - 3:42:09 PM GMT

Email viewed by dwiddick@pbgfl.gov
2026-03-27 - 3:42:48 PM GMT

Signer dwiddick@pbgfl.gov entered name at signing as Daniel Widdick
2026-03-27 - 6:19:42 PM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.gov)
Signature Date: 2026-03-27 - 6:19:44 PM GMT - Time Source: server

Agreement completed.
2026-03-27 - 6:19:44 PM GMT

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
103.3000.539.3400
Inv 50503
$4,614.69

Daniel Widdick
Daniel Widdick (Mar 27, 2026 14:15:55 EDT)

FACILITIES PRO-SWEEP
A Trusted Name for Over 20 Years

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Street Sweeping Services
Streets
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
50503	03/26/2026	Net 30	04/25/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Streets	191.64	24.08	4,614.69

Thank you for your business.

BALANCE DUE **$4,614.69**

International Street Sweeping Invoice_50503

Final Audit Report 2026-03-27

Created:	2026-03-27
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqRZrt5RscO-Tmi0uzQjmfG01iVEEJa4P

"International Street Sweeping Invoice_50503" History

Document created by Tiffany McKee Logan (tmckeelogan@pbgfl.com)
2026-03-27 - 6:00:35 PM GMT

Document emailed to dwiddick@pbgfl.gov for signature
2026-03-27 - 6:00:39 PM GMT

Email viewed by dwiddick@pbgfl.gov
2026-03-27 - 6:01:24 PM GMT

Signer dwiddick@pbgfl.gov entered name at signing as Daniel Widdick
2026-03-27 - 6:15:53 PM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.gov)
Signature Date: 2026-03-27 - 6:15:55 PM GMT - Time Source: server

Agreement completed.
2026-03-27 - 6:15:55 PM GMT

CITY OF PALM BEACH GARDENS, FL 33410 ACCOUNTS PAYABLE CHECK NO. 744847

INVOICE NUMBER	DATE	P.O. NUMBER	DESCRIPTION	ACCOUNT NUMBER	AMOUNT
50906	04/28/2026	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	103.3000.539.3400	4,614.69
50907	04/28/2026	020546	BPO- INTERNATIONAL SWEEPING- STREETS ANI	001.3040.541.3400	1,673.10

PLEASE DETACH BEFORE DEPOSITING

CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FL 33410
(561)799-4100

BB&T
7102 FAIRWAY DRIVE
PALM BEACH GARDENS, FL 33418
1-800-BANK BBT

63-91
2631

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
16848	05/13/2026	744847	VOID

PAY *****EFT PAYMENT NOTICE ONLY - DO NOT CASH *****

TO THE ORDER OF
INTERNATIONAL SWEEPING INC.
DBA: FACILITIES PRO-SWEEP
PO BOX 220896
WEST PALM BEACH, FL 33422

NON-NEGOTIABLE

COPY COPY COPY COPY COPY

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
103.3000.539.3400
Inv 50906
$4,614.69

Daniel Widdick
Daniel Widdick (Apr 29, 2026 07:41:52 EDT)

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Street Sweeping Services
Streets
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
50906	04/28/2026	Net 30	05/28/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Streets	191.64	24.08	4,614.69

Thank you for your business.

BALANCE DUE **$4,614.69**

International Street Sweeping Invoice_50906

Final Audit Report 2026-04-29

Created:	2026-04-28
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFuAfgzYBf_GYt7IUnCYhfKRsbXLXj5Et

"International Street Sweeping Invoice_50906" History

Document created by Tiffany McKee Logan (tmckeelogan@pbgfl.com)
2026-04-28 - 8:31:35 PM GMT

Document emailed to dwiddick@pbgfl.gov for signature
2026-04-28 - 8:31:52 PM GMT

Email viewed by dwiddick@pbgfl.gov
2026-04-28 - 8:32:49 PM GMT

Signer dwiddick@pbgfl.gov entered name at signing as Daniel Widdick
2026-04-29 - 11:41:50 AM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.gov)
Signature Date: 2026-04-29 - 11:41:52 AM GMT - Time Source: server

Agreement completed.
2026-04-29 - 11:41:52 AM GMT

International Sweeping Inc dba Facilities Pro-Sweep
P.O. Box 220896
West Palm Beach, FL 33422
(561) 616-6363
adminwpb@facilitiespro-sweep.com

PO# 020546
001.3040.541.3400
Inv 50907
$1,673.10

Daniel Widdick
Daniel Widdick (Apr 29, 2026 07:42:13 EDT)

INVOICE

BILL TO
City of Palm Beach Gardens
4301 Burns Road
Palm Beach Gardens, FL 33410

SHIP TO
Power Sweeping Services
Parking Lots
P.O. # 020546

INVOICE #	DATE	TERMS	DUE DATE
50907	04/28/2026	Net 30	05/28/2026

P.O. NUMBER
020546

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Power Sweeping Services - Twice a month services of 15 parking lots	1	1,318.20	1,318.20
	Power Sweeping Services - 2 additional visits per month of the City Hall	1	202.80	202.80
	Power Sweeping Services - 2 additional visits per month of the Burns Rd Community Center	1	152.10	152.10

Thank you for your business.

BALANCE DUE **$1,673.10**

International Street Sweeping Invoice_50907

Final Audit Report 2026-04-29

Created:	2026-04-28
By:	Tiffany McKee Logan (tmckeelogan@pbgfl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA09n00HXOWOSmg3NFOhmA5yNK36fECq20

"International Street Sweeping Invoice_50907" History

Document created by Tiffany McKee Logan (tmckeelogan@pbgfl.com)
2026-04-28 - 8:32:59 PM GMT

Document emailed to dwiddick@pbgfl.gov for signature
2026-04-28 - 8:33:18 PM GMT

Email viewed by dwiddick@pbgfl.gov
2026-04-28 - 8:34:07 PM GMT

Signer dwiddick@pbgfl.gov entered name at signing as Daniel Widdick
2026-04-29 - 11:42:11 AM GMT

Document e-signed by Daniel Widdick (dwiddick@pbgfl.gov)
Signature Date: 2026-04-29 - 11:42:13 AM GMT - Time Source: server

Agreement completed.
2026-04-29 - 11:42:13 AM GMT

PROCUREMENT MANAGEMENT OFFICE

SOLICITATION ADDENDUM

Addendum No. 2

DATE: May 20, 2026

TO: All Potential Bidders

SOLICITATION NO.: ITB2026-180PW

TITLE: Street Sweeping Services

DUE DATE: Friday, June 12, 2026 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following questions were received from a potential bidder, and the responses are provided as shown below.

Question 1: Who is the current vendor?
Response: *The current vendor is International Sweeping, Inc., dba Facilities Pro-Sweep.*

Question 2: When was the last time the streets were swept?
Response: *The week of April 19th.*

Question 3: Would you please provide a copy of the current contract?
Response: *Please see attached.*

Question 4: Page 18 section 2.1 states parking lots are to be swept twice per month, however page 23 states the parking lots are to be swept weekly. Can you please confirm which service frequency is correct?
Response: *City Hall, BRCC, Sandhill Crane, and The Nest Golf Course shall be serviced weekly. All other parking lots shall be service bi-weekly or twice per month.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Chief Procurement Officer

Attachment

CITY OF PALM BEACH GARDENS

PURCHASE AWARD TRANSMITTAL

It is the policy of the City of Palm Beach Gardens to consistently purchase goods and services using full and open competition. Solicitations are advertised in a newspaper of general circulation, and copies are made available through DemandStar, Public Purchase, the City's Purchasing webpage, Vendors List, and the Office of the City Clerk. Copies of all solicitations, addenda, and award documentation are provided to the Office of the Inspector General. The following summary provides project information on the procurement action identified below.

SOLICITATION TYPE: Invitation to Bid
TITLE: Street Sweeping Services
DATE ADVERTISED: 6/26/2016
WAS SOLICITATION OPENLY COMPETED? Yes

FUNDING ACCOUNT INFORMATION:
Gas Tax – 103.3000.539.3400 – $60,000
Streets and Stormwater General Fund – 001.3040.541.3400 – $46,000

CONTRACT TERM:	5 Years
OPTIONS TO RENEW:	None

CONTRACT NO.: ITB2016-065PS
DEPARTMENT: Parks and Public Facilities
BIDS/PROPOSALS DUE DATE: 7/15/2016
RESPONSES RECEIVED: 2
COST:

TOTAL CONTRACT VALUE (Years 1 – 5)	**$530,000**
Five Hundred Thirty Thousand Dollars	

VENDOR(S): INTERNATIONAL SWEEPING, INC. DBA FACILITIES PRO-SWEEP

BACKGROUND: This Agreement is for the sweeping of major and minor streets and parking lots. The vendor also provides services during hurricane or other high-wind events on an as-needed basis. The original Agreement was issued in 2016 with the option to renew for an additional five (5) years when it expires in September 2021. Prices have increased by 1.4 percent based on the CPI, as allowed in the Agreement.

COMMENTS: **International Sweeping, Inc. dba Facilities Pro-Sweep** is a DOT-certified contractor that has been providing street sweeping services for several public and private entities since 2002. The firm has clients from Miami-Dade County to Orlando and is well-known and respected in the industry. It operates from several branch locations across South Florida and provides services for the City from its West Palm Beach location. The equipment used to perform the work includes broom trucks, vacuum trucks, and mechanical sweepers.

	NAME	SIGNATURE	DATE
Public Services Director	Cory Wilder	Cory Wilder	5/6/21
Community Services Administrator	David Reyes		5/6/21
Purchasing & Contracts Director	Km! Ra		5-7-2021
Finance Administrator	Allan Owens		5/7/2021
Deputy City Manager	Stephen Stepp		5-10-2021
City Attorney	R. Max Lohman		5-6-2021

LASERFICHE DATA:		
Effective Date: 10/1/2021	**Expiration Date:** 9/30/2026	**Append to Existing:** Agmt. No. 2016-127
PROPOSED CITY COUNCIL AGENDA:	6/3/2021	

☑ **APPROVED** ☐ **NOT APPROVED** ☐ **DEFERRED**

Ron Jarvis
CITY MANAGER OR DESIGNEE

5/20/2021
DATE

City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com

Letter of Transmittal

DATE: June 4, 2021

TO:

International Sweeping, Inc.
d/b/a Facilities Pro-Sweep
2761 Vista Parkway, Unit E-7
West Palm Beach, FL 33411
Attn: Alessandro Correa, President

Delivered via FedEx Tracking No. 8127 8550 4849

Re: Amendment No. 1 to Agreement for Street Sweeping Services.

- ☑ **For Your Records**
- ☐ **For Recording**
- ☐ **As Requested**
- ☐ **Returned for Corrections**
- ☐ **For Review and Signature**
- ☐ **Other:** _____

Signed _____
Patricia Snider, CMC, City Clerk

FedEx Express Package US Airbill

FedEx Tracking Number 8127 8550 4849

MOR 1

Form ID No. 0215

Sender's Copy

1 From *Please print and press hard.*

Date 6-4-2021 Sender's FedEx Account Number SENDER'S FEDEX ACCOUNT NUMBER 2109-2418-2

Sender's Name Patricia Snider Phone (561) 799-4122

Company CITY OF PALM BEACH GARDENS

Address 10500 N MILITARY TRL Dept./Floor/Suite/Room

City PALM BEACH GARDENS State FL ZIP 33410-4628

2 Your Internal Billing Reference First 24 characters will appear on invoice. OPTIONA

3 To

Recipient's Name Alessandro Correa Phone (561) 616-6363

Company International Sweeping, INC d/b/A Facilities Pro-Sweep

Address 2761 Vista Parkway UNIT E-7 Dept./Floor/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City West Palm Beach State FL ZIP 33411

☐ Hold Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

☐ Hold Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

0129347996

4 Express Package Service * To most locations. *Packages up to 150 lbs. For packages over 150 lbs., see the FedEx Express Freight U.S. Airbill.*

Next Business Day	2 or 3 Business Days
☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.	☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.	☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
☒ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.	☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

☒ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

☐ Saturday Delivery NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required — Package may be left without obtaining a signature for delivery.

☒ Direct Signature — Someone at recipient's address may sign for delivery.

☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?

One box must be checked.

☒ No ☐ Yes — As per attached Shipper's Declaration. ☐ Yes — Shipper's Declaration not required. ☐ Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide. ☐ Cargo Aircraft Only

7 Payment *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below.

☒ Sender — Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. / Credit Card No. Exp. Date

Total Packages	Total Weight	Total Declared Value†
	lbs.	$ .00

†Our liability is limited to US$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

611

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DocuSign Envelope ID: 0D004C9B-367E-48FF-AD61-3EC357EB544B

CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, Florida 33410

AMENDMENT NO. 2
TO AGREEMENT
FOR
STREET SWEEPING SERVICES

AGREEMENT NO. ITB2016-065PS

THIS AMENDMENT NO. 2 TO THE AGREEMENT is made and entered this 3RD day of June, 2021 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **International Sweeping, Inc. dba Facilities Pro-Sweep**, a Florida corporation (the "Contractor"), with a principal address of 2761 Vista Parkway, Unit E-7, West Palm Beach, Florida 33411.

WHEREAS, on September 8, 2016, the City executed an Agreement with the Contractor under Agreement Number ITB2016-065PS for Street Sweeping Services; and

WHEREAS, on April 13, 2017, the City executed Amendment No. 1 to the Agreement to provide additional services with prices and rates for the additional services; and

WHEREAS, the Agreement will expire on September 30, 2021, and the City has the option to renew the Agreement for an additional five (5) years; and

WHEREAS, the City and the Contractor have mutually agreed to renew the Agreement for an additional five (5) years.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the City and the Contractor agree as follows:

1. The City and the Contractor agree to renew the Agreement for an additional five (5) years effective October 1, 2021. The term of this renewal shall expire on September 30, 2026, unless terminated beforehand as provided for in the Agreement.

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2. The cleaning rates applicable to the renewal term are shown in Exhibit "A," attached hereto and incorporated herein.

3. The total estimated cost for the new agreement term shall be Five Hundred Thirty Thousand Dollars ($530,000).

All terms, covenants, and conditions of the original Agreement, and any addenda, modifications, or amendments thereto, shall remain in full force and effect except to the extent herein amended.

(The remainder of this page intentionally left blank.)

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

CITY OF PALM BEACH GARDENS, FLORIDA

By: _____
Rachelle A. Litt, Mayor

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

INTERNATIONAL SWEEPING, INC.
dba FACILITIES PRO-SWEEP

DocuSigned by:
By: Alessandro Correa
7D3F32BC89AA4DE...
Alessandro Correa, President

DocuSign Envelope ID: 0D004C9B-367E-48FF-AD61-3EC357EB544B

EXHIBIT "A"

DocuSign Envelope ID: 0D004C9B-367E-48FF-AD61-3EC357EB544B

Major Streets				
Street Name	**Point "A" to Point "B"**	**Miles**	**New Amount Per Mile**	**New Amount Per Month**
PGA Blvd.	Ryder Cup-US1	5.7 miles x 4 = 22.8	$24.08	$ 549.02
Military Trail	Investment Lane-PGA	2.7 miles x 4 =10.8	$24.08	$ 260.06
ALT A1A	Lighthouse Dr.- Donald Ross	4.57 miles x 4 =18.28	$24.08	$ 440.18
Central Blvd.	PGA- Donald Ross	3.29 miles x 4= 13.16	$24.08	$ 316.89
Jog Rd.	PGA- Donald Ross	4.94 miles x 4= 19.76	$24.08	$ 475.82
Military Trail	PGA- Donald Ross	3 miles x 4 = 12	$24.08	$ 288.96
Northlake	Beeline-Congress Ave.	4.32 miles x 4 = 17.28	$24.08	$ 416.10
Prosperity Farms	Allamanda Dr. -Gardens Park	1.3 miles x 3 = 3.9	$24.08	$ 93.91
RCA Blvd.	Northcorp Parkway- Prosperity Farms Rd.	1.56 miles x 2 = 3.12	$24.08	$ 75.13
Hood Road	Jog Rd.- Prosperity Farms Rd.	4.78 miles x 4 = 19.12	$24.08	$ 460.41
Donald Ross	Central Blvd. - Prosperity Farm	1.78 miles x 2 = 3.56	$24.08	$ 85.72

Minor Streets				
Street Name	**Point "A" to Point "B"**	**Miles**	**New Amount Per Mile**	**New Amount Per Month**
Sunset Dr.	Northlake Blvd. - Cul-de-sac	.5 miles x 2 = 1	$24.08	$ 24.08
Holly Dr.	Military Trail - Riverside Dr.	.89 miles x 2 = 1.78	$24.08	$ 42.86
Holly Dr.	Ironewood-Lighthouse Dr.	.39 miles x 1 = .39	$24.08	$ 9.39
Burns Rd.	Military Trail- Prosperity Farms	2.03 miles x 3 = 6.09	$24.08	$ 146.65
Kyoto Gardens	Fairchild Gardens Ave. - ALT A1A	.42 miles x 4 = 1.68	$24.08	$ 40.45
Fairchild Ave.	RCA- Valencia Gardens Ave.	1.08 miles x 3 = 3.24	$24.08	$ 78.02
Mac Arthur	Northlake Blvd. - Lighthouse Dr.	.66 miles x 3 = 1.98	$24.08	$ 47.68
Gardens East Dr.	Burns Road -RCA Blvd.	.76 miles x 2 = 1.52	$24.08	$ 36.60
Gardens Pkwy	ALT A1A- Prosperity Farms	1.55 miles x 4 = 6.2	$24.08	$ 149.30
Kew Gardens Ave.	Gardens Pkwy- PGA	.32 miles x 4 = 1.28	$24.08	$ 30.82
Minsk Gardens	Kew Gardens- PGA	.22 miles x 3 = .66	$24.08	$ 15.89
Fairchild Ave.	Fairchild Gardens Ave. - Campus Dr.	.37 miles x 2 = .74	$24.08	$ 17.82
Lake Victoria Gardens	Kyoto Gardens Dr. - ALT A1A	.3 miles x 4 = 1.2	$24.08	$ 28.90
Valencia Gardens Ave.	Gardens Pkwy- Gardens Pkwy	1.43 miles x 2 = 2.86	$24.08	$ 68.87
Riverside Dr.	Burns Rd. - Northcorp Parkway	.23 miles x 2 = .46	$24.08	$ 11.08
Northcorp Pkwy	PGA- RCA Blvd.	.3 miles x 2 = .6	$24.08	$ 14.45

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Allamanda Dr.	Burns Rd. - Allamanda Lane	.14 miles x 2 = .28	$24.08	$ 6.74
Allamanda LN.	Allamanda Dr. - Prosperity Farms Rd.	.22 miles x 2 = .44	$24.08	$ 10.60
Military Trail	Grandiflora Rd. - to cul-de-sac	.71 miles x 4 = 2.84	$24.08	$ 68.39
117th Court North	East to Shady Lakes Dr.	.87 miles x 2 = 1.74	$24.08	$ 41.90
Shady Lakes Dr.	PGA-117TH	.8 miles x 2 = 1.6	$24.08	$ 38.53

Parking Lots			
Parking Lot	Frequency	New Amount Per Visit	New Amount Per Month
Burns Road Community Center	Frequency: 4 times a month	$ 76.05	$ 304.20
City Hall	Frequency: 4 times a month	$ 101.40	$ 405.60
Lilac Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Palm Beach Gardens Park	Frequency: 2 times a month	$ 35.49	$ 70.98
Mirasol Park	Frequency: 2 times a month	$ 35.49	$ 70.98
PBG Tennis Center	Frequency: 2 times a month	$ 35.49	$ 70.98
City Park	Frequency: 2 times a month	$ 35.49	$ 70.98
Oaks Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Lakeside Complex	Frequency: 2 times a month	$ 25.35	$ 50.70
Lake Catherine Sports Complex	Frequency: 2 times a month	$ 35.49	$ 70.98
Roller Hockey Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Plant Drive	Frequency: 2 times a month	$ 25.35	$ 50.70
Riverside Youth	Frequency: 2 times a month	$ 25.35	$ 50.70
Gardens Park	Frequency: 2 times a month	$ 76.05	$ 152.10
Sandhill Crane Golf Club	Frequency: 2 times a month	$ 76.05	$ 152.10

Certificate Of Completion

Envelope Id: 0D004C9B367E48FFAD613EC357EB544B
Status: Completed
Subject: Please DocuSign: Facilities Pro-Sweep-Street Sweeping Svcs.pdf
Source Envelope:
Document Pages: 6
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Barbara Chabre
10500 N Military Trail
Purchasing Department
Palm Beach Gardens, FL 33410
bchabre@pbgfl.com
IP Address: 151.132.106.163

Record Tracking

Status: Original
5/5/2021 2:12:34 PM
Holder: Barbara Chabre
bchabre@pbgfl.com
Location: DocuSign

Signer Events	Signature	Timestamp
Alessandro Correa tcorrea@facilitiespro-sweep.com Security Level: Email, Account Authentication (None)	DocuSigned by: Alessandro Correa	Sent: 5/5/2021 2:29:39 PM Viewed: 5/5/2021 3:38:28 PM Signed: 5/5/2021 3:41:07 PM
	Signature Adoption: Pre-selected Style Using IP Address: 76.109.13.3	

Electronic Record and Signature Disclosure:
Accepted: 5/5/2021 3:38:28 PM
ID: c4a17ccd-5d10-4367-8707-3d6931ca7a0e
Company Name: Carahsoft OBO City of Palm Beach Gardens

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/5/2021 2:29:39 PM
Certified Delivered	Security Checked	5/5/2021 3:38:28 PM
Signing Complete	Security Checked	5/5/2021 3:41:07 PM
Completed	Security Checked	5/5/2021 3:41:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

PALM BEACH GARDENS
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CITY OF PALM BEACH GARDENS

PURCHASE AWARD TRANSMITTAL

It is the policy of the City of Palm Beach Gardens to consistently purchase goods and services using full and open competition. Solicitations are advertised in a newspaper of general circulation, and copies are made available through DemandStar, Public Purchase, the City's Purchasing webpage, Vendors List, and the Office of the City Clerk. Copies of all solicitations, addenda, and award documentation are provided to the Office of the Inspector General. The following summary provides project information on the procurement action identified below.

SOLICITATION TYPE: Invitation to Bid

CONTRACT NO.: ITB2016-065PS

TITLE: Streets Sweeping Services

DEPARTMENT: Parks and Public Facilities

DATE ADVERTISED: 6/26/2016

BIDS/PROPOSALS DUE DATE: 7/15/2016

WAS SOLICITATION OPENLY COMPETED? Yes

RESPONSES RECEIVED: Two (2)

FUNDING ACCOUNT INFORMATION: 001.3040.541.3400

ANNUAL CONTRACT VALUES:

Year One:	$60,000
Year Two:	$60,000
Year Three:	$60,000
Year Four:	$60,000
Year Five:	$60,000
TOTAL CONTRACT VALUE:	**$300,000**

Three Hundred Thousand Dollars

CONTRACT TERM:	Five (5) Years
OPTIONS TO RENEW:	Five (5) Years

VENDOR(S): INTERNATIONAL SWEEPING, INC. D/B/A FACILITIES PRO-SWEEP

BACKGROUND: This Agreement will allow the City to contract with a qualified and experienced general contractor for the sweeping of major and minor streets and parking lots. These services are currently being performed in-house by City staff. A cost/benefit analysis performed by the Public Services Department has shown that the City could save a significant amount of money each year in operation, maintenance, and staff costs if these services were provided by a contractor. The City currently spends more than $110,000 per year to provide these services. The vendor may also provide streets sweeping services for private communities, at the established rates in the Contract, with the approval of the City.

COMMENTS: International Sweeping, Inc. d/b/a Facilities Pro-Sweep is a DOT-certified contractor that has been providing street sweeping services for several public and private entities since 2002. The firm has clients from Miami-Dade County to Orlando and is well-known and respected in the industry. It operates from several branch locations across South Florida and will provide the services for the City from its West Palm Beach location. The equipment used to perform the work includes broom trucks, vacuum trucks, and mechanical sweepers.

	NAME	SIGNATURE	DATE
Originator	David Reyes		8/11/16
Department Head	J. E. Doughney III		8/11/16
Purchasing	Kml Ra		8.12.2016
Finance	Allan Owens		8/12/16
City Attorney	R. Max Lohman		8/22/16

LASERFICHE DATA:		
Effective Date: 9/8/2016	**Expiration Date:** 9/30/2021	**Append to Existing:** Not applicable
PROPOSED CITY COUNCIL AGENDA:	9/8/2016	

☒ APPROVED ☐ NOT APPROVED ☐ DEFERRED

CITY MANAGER OR DESIGNEE

8/29/16
DATE

City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com

Letter of Transmittal

DATE: September 13, 2016

TO: International Sweeping, Inc.
d/b/a Facilities Pro Sweep
2755 Vista Parkway North, Suite I-12
West Palm Beach, FL 33411
Attn.: Thais Correa

Re: Agreement for Streets Sweeping Services

- ☑ **For Your Records**
- ☐ **As Requested**
- ☐ **For Review and Signature**
- ☐ **For Recording**
- ☐ **Returned for Corrections**
- ☐ **Other:** _____

Signed _____
Patricia Snider, CMC, City Clerk

PALM BEACH GARDENS
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THE CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, FL 33410

AGREEMENT
FOR
STREETS SWEEPING SERVICES

AGREEMENT NO. ITB2016-065PS

THIS AGREEMENT is made and entered into this 8TH day of September, 2016 (the "effective date"), by and between the **City of Palm Beach Gardens,** a Florida municipal corporation (hereinafter referred to as "City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **International Sweeping, Inc. d/b/a Facilities Pro Sweep,** a Florida corporation (hereinafter referred to as "Contractor"), whose principal address is 2755 Vista Parkway North, Suite I-12, West Palm Beach, Florida 33411.

WHEREAS, the City desires to retain the services of the Contractor to provide services in accordance with the City's Invitation to Bid ITB2016-065PS, Streets Sweeping Services, and the Contractor's response thereto, which are attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid ITB2016-065PS and the Contractor's response to the Invitation to Bid, including all addenda and documentation required thereunder.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall supply all equipment, labor, and supervision, and perform streets sweeping services based on the schedule and at the locations identified in Exhibit "A".

The Contractor shall perform the work based on the frequency established by the City and during the timeframes established in the contract.

ARTICLE 3. COMPENSATION

The City shall pay the Contractor for performing the work according to the terms and conditions of the Invitation to Bid and the Contractor's price offer and proposed rates. The City shall pay the Contractor the annual estimated amount of Sixty Thousand Dollars. Actual payment for work performed shall be based on the rates and pricing established in the contract, and the frequencies requested by the City as detailed in the City's Purchase Order.

All payments shall be made in accordance with Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, mailed by registered or certified mail (postage prepaid), return receipt requested, or delivered by overnight courier to the following addresses:

As to the City:	**City of Palm Beach Gardens** 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Manager Facsimile: (561) 799-4111
With a copy to:	**City of Palm Beach Gardens** 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Attorney Email: mlohman@pbgfl.com
As to the Contractor:	**International Sweeping, Inc. d/b/a Facilities Pro Sweep** 2755 Vista Parkway North, Suite I-12 West Palm Beach, Florida 33411 Attn: Thais Correa Email: servicewpb@facilitiespro-sweep.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

ARTICLE 5. TERM

The term of this Agreement shall be from the effective date until September 30, 2021, unless terminated as provided for in Article 6.

Prior to or upon expiration of this Agreement's five- (5) year initial term, the City shall have the option to renew this Agreement for an additional five (5) years, at the City's sole discretion.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed through the date of termination in accordance with the terms of this Agreement.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By_____
Marcie Tinsley, Mayor

ATTEST:

By:_____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
R. Max Lohman, City Attorney

INTERNATIONAL SWEEPING, INC. d/b/a FACILITIES PRO SWEEP

By:_____
Alessandro Correa, President

WITNESSES:

By:_____
Print Name: Thais Correa

By:_____
Print Name: Marcelo Rubin

EXHIBIT "A"

PALM BEACH GARDENS
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City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PUBLIC NOTICE – RECOMMENDATION TO AWARD

DATE: **July 22, 2016**

SOLICITATION NO.: ITB2016-065PS

TITLE: Streets Sweeping Services

Notice is hereby given that the City of Palm Beach Gardens has completed its evaluation of offers received for the above-mentioned Solicitation. The City Manager or designee has recommended award of the contract to the following Bidder:

NAME OF VENDOR: **INTERNATIONAL SWEEPING DBA FACILITIES PRO-SWEEP**

DETAILS:

Year One:	$60,000
Year Two:	$60,000
Year Three:	$60,000
Year Four:	$60,000
Year Five:	$60,000
Total Contract Value:	**$300,000 (Three Hundred Thousand Dollars)**
Options to Renew:	Five (5) Years

NOTES: None.

Per:

Kml Ra, **CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM**
Purchasing and Contracts Director

c: **Patty Snider, CMC**
City Clerk

City of Palm Beach Gardens, Florida
Bid Tabulation

ITB No.:	ITB2016-065PS
Bid Title:	Streets Sweeping Services
Bid Opening Date:	Friday, July 5, 2016 @ 3:00 P.M.
Prepared by:	Kml Ra

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	VENDOR NAME:	FACILITIES PRO-SWEEP		US SWEEPING	
	FEIN:	01-0703241		27-3966072	
	Corporation Address (State):	2755 N Vista Pkway, West Palm Beach		20533 Biscayne Blvd, Aventura	
	Are Submittal Forms Complete?	Yes		Yes	
	Conviction Disclosure (Yes/No)	No		No	
	Addenda Acknowledged (Yes/No):	Yes		Yes	
	Vendor Contact (for this bid)	Thais Correa		Iris Bakar	
	Vendor Contact Phone Number	561.616.6363		305.345.5891	
	Vendor Contact Email	servicewpb@facilitiespro-sweep.com		info@ussweepinginc.com	
ITEM	DESCRIPTION	MILES	RATE	PRICE	RATE	PRICE
A.	GROUP A - MAJOR STREETS					
i	PGA Boulevard	5.70	$23.75	$135.38	$26.49	$150.99
ii	Military Trail	2.70	$23.75	$64.13	$26.49	$71.52
iii	Alternate A1A	4.57	$23.75	$108.54	$26.49	$121.06
iv	Central Boulevard	3.29	$23.75	$78.14	$26.49	$87.15
v	Jog Road	4.94	$23.75	$117.33	$26.49	$130.86
vi	Military Trail	3.00	$23.75	$71.25	$26.49	$79.47
vii	Northlake Boulevard	4.32	$23.75	$102.60	$26.49	$114.44
viii	Prosperity Farms Road	1.30	$23.75	$30.88	$26.49	$34.44
ix	RCA Boulevard	1.56	$23.75	$37.05	$26.49	$41.32
x	Hood Road	4.78	$23.75	$113.53	$26.49	$126.62
xi	Donald Ross Road	1.78	$23.75	$42.28	$26.49	$47.15
	TOTAL - GROUP A:			$901.08		$1,005.03
B.	GROUP B - MINOR STREETS					
i	Sunset Drive	0.50	$23.75	$11.88	$26.49	$13.25
ii	Holly Drive	0.89	$23.75	$21.14	$26.49	$23.58
iii	Holly Drive	0.39	$23.75	$9.26	$26.49	$10.33
iv	Burns Road	2.03	$23.75	$48.21	$26.49	$53.77
v	Kyoto Gardens Avenue	0.42	$23.75	$9.98	$26.49	$11.13
vi	Fairchild Avenue	1.08	$23.75	$25.65	$26.49	$28.61
vii	MacArthur Boulevard	0.66	$23.75	$15.68	$26.49	$17.48
viii	Gardens East Drive	0.76	$23.75	$18.05	$26.49	$20.13
ix	Gardens Parkway	1.55	$23.75	$36.81	$26.49	$41.06
x	Kew gardens Avenue	0.32	$23.75	$7.60	$26.49	$8.48
xi	Minsk Gardens	0.22	$23.75	$5.23	$26.49	$5.83
xii	Fairchild Avenue	0.37	$23.75	$8.79	$26.49	$9.80
xiii	Lake Victoria Gardens	0.30	$23.75	$7.13	$26.49	$7.95
xiv	Valencia Gardens Avenue	1.43	$23.75	$33.96	$26.49	$37.88

ITB No.:	**ITB2016-065PS**
Bid Title:	**Streets Sweeping Services**
Bid Opening Date:	**Friday, July 5, 2016 @ 3:00 P.M.**
Prepared by:	Kml Ra

PALM BEACH GARDENS
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			VENDOR NAME:	FACILITIES PRO-SWEEP		US SWEEPING	
			FEIN:	01-0703241		27-3966072	
xv	Riverside Drive	0.23		$23.75	$5.46	$26.49	$6.09
xvi	Northcorp Parkway	0.30		$23.75	$7.13	$26.49	$7.95
xvii	Allamanda Drive	0.14		$23.75	$3.33	$26.49	$3.71
xviii	Allamanda Drive	0.22		$23.75	$5.23	$26.49	$5.83
	TOTAL - GROUP B:				**$280.49**		**$312.85**
C.	**GROUP C - PARKS AND PARKING LOTS**						
i	Lilac Park	N/A			$25.00		$150.00
ii	Palm Beach Gardens Park	N/A			$35.00		$250.00
iii	Mirasol Park	N/A			$35.00		$175.00
iv	PBG Tennis Center	N/A			$35.00		$150.00
v	City Park	N/A			$35.00		$125.00
vi	Oaks Park	N/A			$25.00		$125.00
vii	Lakeside Complex	N/A			$25.00		$175.00
viii	Burns Road Recreation Center	N/A			$75.00		$175.00
ix	Lake Catherine Sports Complex	N/A			$35.00		$175.00
x	Roller Hockey Park	N/A			$25.00		$150.00
xi	Plant Drive	N/A			$25.00		$150.00
xii	Riverside Youth Enrichment Center	N/A			$25.00		$125.00
xiii	City Hall and Police Department	N/A			$100.00		$250.00
xiv	Gardens Park	N/A			$75.00		$300.00
xv	Sandhill Crane Golf Club	N/A			$75.00		$250.00
	TOTAL - GROUP C:				**$650.00**		**$2,725.00**

NOTE: **This bid tabulation is an indication of prices only and not a determination of the responsive, responsible bidders.**

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CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 3

DATE: July 7, 2016

TO: **All Potential Bidders**

SOLICITATION NO.: **ITB2016-065PS**

TITLE: **Streets Sweeping Services**

OPENING DATE: **Friday, July 15, 2016 @ 3:00PM**

This Addendum is and does become a part of the above-mentioned Solicitation.

The following questions were received from a potential Bidder and the responses are provided as shown.

Question 1: On the park maps, it has a legend that reads "Photo Location and Direction" what is this in reference to? I have attached a copy of this.

Response: *Site 4 for the Riverside Youth Enrichment Center legend (3) displays Photo and Direction to reference street location to identify property and (5) outlines the property to be maintained.*

Question 2: Major and Minor streets are to be swept twice per month?

Response: *Yes, major and minor streets frequency are twice per month.*

Question 3: If awarded bidder decides at any point in time to withdraw from contract, what is the procedure?

Response: *The City usually requires at least 30-days written notice in advance. The termination clause will be further defined in the Agreement to be signed between the City and the Awarded Bidder.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Kim Ra, **CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM**
Purchasing and Contracts Director

Attachment: Pre-Bid Conference Sign-In Sheet

PALM BEACH GARDENS
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CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 2

DATE: July 5, 2016

TO: **All Potential Bidders**

SOLICITATION NO.: **ITB2016-065PS**

TITLE: **Streets Sweeping Services**

OPENING DATE: **Friday, July 15, 2016 @ 3:00PM**

This Addendum is and does become a part of the above-mentioned Solicitation.

Subsequent to the Pre-Bid Conference of July 5, 2016, attached is the Pre-Bid Conference Sign-In Sheet, provided for informational purposes only.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Kml Ra, **CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM**
Purchasing and Contracts Director

Attachment: Pre-Bid Conference Sign-In Sheet

PALM BEACH GARDENS
"A unique place to live, learn, work & play"

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PRE-BID CONFERENCE

SIGN-IN SHEET

DATE: JULY 5, 2016

SOLICITATION: ITB2016-065PS, STREETS SWEEPING SERVICE

NAME	ORGANIZATION	TELEPHONE	EMAIL
Kul Ra	PBG, Purchasing	561.799.4157	KMRA@PBGFL.COM
JERRY BRYAN	DBI SERVICES	386-209-8816	jerry-bryan@DBISERVICES.com
Thais Correa	Facilities Pro-Sweep	561 676 2558	servicewpb@facilitiesPro-Sweep.com
Louis A. Johnson	PBG, Street/Storm water	561-804-7048	ljohnson@pbgfl.com

PALM BEACH GARDENS
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CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 1

DATE: June 29, 2016

TO: **All Potential Bidders**

SOLICITATION NO.: **ITB2016-065PS**

TITLE: **Streets Sweeping Services**

OPENING DATE: **Friday, July 15, 2016 @ 3:00PM**

This Addendum is and does become a part of the above-mentioned Solicitation.

The following questions were received from a potential Bidder and the responses are provided as shown.

Question 1: When was the last time the street's and parking lots [were] swept?
Response: *The City has been performing this service with in-house staff for several years. The streets and parking lots are regularly swept and kept clean.*

Question 2: What was the previous awarded contract price, and was it the same number of miles and parking lots as this bid?
Response: *There is no previous contract. The City has been performing the work with in-house staff and its own equipment.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Kml Ra, **CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM**
Purchasing and Contracts Director

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City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PUBLIC NOTICE - PRE-BID CONFERENCE

Date: June 27, 2016

Solicitation No.: ITB2016-065PS

Title: Streets Sweeping Services

The City of Palm Beach Gardens gives public notice that a Pre-Bid Conference for the above-referenced Invitation to Bid will be held as follows:

Tuesday, July 5, 2016
10:00AM
City Hall
Council Chambers
10500 N Military Trail
Palm Beach Gardens, FL 33410

As required by Florida Statutes, a recording of the meeting will be created and made available to anyone requesting a copy through the Office of the City Clerk.

Per:

Kml Ra, **CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM**
Purchasing and Contracts Director

c: **Patty Snider, CMC**
City Clerk

PALM BEACH GARDENS
"A unique place to live, learn, work & play"

The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

INVITATION TO BID

ITB NO.: ITB2016-065PS

TITLE: STREETS SWEEPING SERVICES

DUE DATE AND TIME: FRIDAY, JULY 15, 2016 @ 3:00PM

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at City Hall. Each Bid submitted to the City Clerk **shall have the following information clearly marked on the face of the envelope:** the Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the envelope shall **be a signed original of the Solicitation Summary and one (1) electronic version of your Bid on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the City may deem your Bid non-responsive. A hard-copy of your Bid is not required. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Palm Beach Gardens utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: **a) Public Purchase** - Please contact Public Purchase at support@publicpurchase.com; www.publicpurchase.com; or call 801-932-7000 for additional information on registration; **b) DemandStar** - Please contact DemandStar at www.demandstar.com or by calling them at 1-800-711-1712; **c) The City's Vendors List** - The City emails all advertised Solicitations to vendors which have joined the City's Vendors List. To join the City's Vendor List, please visit the City's Purchasing webpage at www.pbgfl.com/purchasing and click on the "Join Vendors List" link. Bidders who obtain Solicitations from sources other than those named above are cautioned that the Invitation to Bid package may be incomplete. The City will not evaluate incomplete Bid packages. DemandStar and Public Purchase are independent entities and are not agents or representatives of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Purchasing Department for the Purchasing and Contracts Director at kmra@pbgfl.com. To allow enough time for the City to respond, requests for clarification and additional information should be received at least forty-eight (48) hours before the Due Date for Bids.

PALM BEACH GARDENS
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The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

INVITATION TO BID NO. ITB2016-065PS

STREETS SWEEPING SERVICES

The City of Palm Beach Gardens is seeking Bids from qualified firms to provide street sweeping services for various City facilities, parking lots, and communities, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning Monday, June 27, 2016, at 8:00 a.m. local time on the City of Palm Beach Gardens website at www.pbgfl.com and following the link to the Purchasing webpage, or by contacting the City Clerk's Office at (561) 799-4121.

Sealed Bid packages must be clearly marked "ITB2016-065PS, Streets Sweeping Services" and delivered to the Office of the City Clerk at 10500 North Military Trail, Palm Beach Gardens, Florida 33410. The deadline for submission of Bids is Friday, July 15, 2016, at 3:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

Late Bids will not be accepted and will be returned to the sender unopened.

The City will hold a Pre-Bid Conference on Tuesday, July 5, 2016, at City Hall, City of Palm Beach Gardens, starting promptly at 10:00 a.m. Attendance is recommended, but not mandatory.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or the goods or services must be submitted in writing via email or fax to Kml Ra, Purchasing and Contracts Director, kmra@pbgfl.com or (561) 799-4134.

The City of Palm Beach Gardens is exempt from Federal and State Taxes for tangible personal property tax.

The City of Palm Beach Gardens reserves the right to accept or reject any or all Bid submittals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Sunday, June 26, 2016

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SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a. Bid: any offer(s) submitted in response to an Invitation to Bid.

b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.

c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.

d. Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.

e. City: shall refer to the City of Palm Beach Gardens, Florida.

f. Contract or Agreement: the Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.

g. Contractor: successful Bidder or Bidder who is awarded a contract to provide goods or services to the City.

h. Invitation to Bid: formal request for Bids from qualified Bidders.

i. Purchasing Department: the Purchasing Department of the City of Palm Beach Gardens, Florida.

j. Responsible Bidder: a Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.

k. Responsive Bidder: a Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

1.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Palm Beach Gardens, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Council members.

1.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

1.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

1.5 CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

1.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

1.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.8 PROMPT PAYMENT TERMS

It is the policy of the City of Palm Beach Gardens that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small

businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

1.9 *DISCOUNTS (PROMPT PAYMENTS)*

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

1.10 *PREPARATION OF BIDS*

a. *The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.*

b. *An authorized agent of the Bidder's firm must sign the Bid submittal form.* ***Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.***

c. *The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.*

d. *The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".*

e. *When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.*

f. *Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.*

1.11 *CANCELLATION OF BID SOLICITATION*

The City of Palm Beach Gardens reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the City.

1.12 *AWARD OF CONTRACT*

a. *The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.*

b. *The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.*

c. *The City reserves the right to negotiate prices* ***with the responsive and responsible low Bidder****, provided that the scope of work of this Solicitation remains the same.*

d. *The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.*

e. *The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.*

f. *The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.*

g. *The Purchasing and Contracts Director will decide all tie Bids.*

h. *Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.*

i. *The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.*

1.13 *CONTRACT EXTENSION*

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

1.14 *WARRANTY*

All warranties express and implied shall be made available to the City for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the City, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 *ESTIMATED QUANTITIES*

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract

period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

1.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.18 BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder. The Bidder may file a written protest with the City Clerk's office. The Bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Bid number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.19 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

1.20 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

1.21 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.22 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

1.23 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

1.25 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder 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

attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

1.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

1.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. The awarded Bidders' failure to timely cure any default shall serve to automatically terminate any contract entered into pursuant to this ITB. The City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

1.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for

public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

1.35 *HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)*

Any person or entity that performs or assists the City of Palm Beach Gardens with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

a. *Use of information only for performing services required by the contract or as required by law;*

b. *Use of appropriate safeguards to prevent non-permitted disclosures;*

c. *Reporting to the City of Palm Beach Gardens any non-permitted use or disclosure;*

d. *Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;*

e. *Making Protected Health Information (PHI) available to the customer;*

f. *Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;*

g. *Making PHI available to the City of Palm Beach Gardens for an accounting of disclosures; and*

h. *Making internal practices, books, and records related to PHI available to the City of Palm Beach Gardens for compliance audits.*

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.36 *ADDITIONAL FEES AND SURCHARGES*

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.37 *COMPLIANCE WITH FEDERAL STANDARDS*

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1.38 *COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING*

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

1.39 *BINDING EFFECT*

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

1.40 *SEVERABILITY*

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

1.41 *GOVERNING LAW AND VENUE*

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

1.42 *ATTORNEY'S FEES*

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

1.43 *EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION*

The City of Palm Beach Gardens complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

1.44 *AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS*

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

1.45 *CRIMINAL HISTORY BACKGROUND CHECKS*

Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

1.46 *LABOR, MATERIALS, AND EQUIPMENT*

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

1.47 *MINIMUM WAGE REQUIREMENTS*

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

1.48 *PACKING SLIP AND DELIVERY TICKET*

A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

1.49 *PURCHASE OF OTHER ITEMS*

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

1.50 *PUBLIC RECORDS*

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statues, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

1.51 *CONFLICTS OF INTEREST*

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City

of Palm Beach Gardens. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.

1.52 *PUBLIC ENTITY CRIMES*

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

1.53 *OTHER GOVERNMENTAL AGENCIES*

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

1.54 *COMPLETION OF WORK AND DELIVERY*

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

1.55 *FAILURE TO DELIVER OR COMPLETE WORK*

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City as a result of having to secure the services of another vendor.

1.56 *CORRECTING DEFECTS*

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

1.57 *ACCIDENT PREVENTION AND BARRICADES*

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

1.58 *OMISSIONS IN SPECIFICATIONS*

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.59 *MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS*

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.

1.60 *TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS*

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of

Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

1.61 *TAXES*
The City of Palm Beach Gardens is exempt from Federal and State taxes for tangible personal property.

1.62 *BIDDER'S COSTS*
The City shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

1.63 *SUBSTITUTION OF PERSONNEL*
It is the intention of the City that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

1.64 *FORCE MAJEURE*
The City and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

a. *The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.*

b. *The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.*

c. *No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.*

d. *The non-performing party uses its best efforts to remedy its inability to perform.*

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.65 *NOTICES*
Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the City of Palm Beach Gardens.

1.66 *POOL CONTRACTS*
During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

1.67 *FISCAL FUNDING OUT*
The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a Contract for the purchase of streets sweeping services for various City streets, facilities, parking lots, and communities, for the City of Palm Beach Gardens, Florida. The City intends to contract with a suitably qualified and experienced Bidder who can provide best-in-industry equipment and services in a safe and sustainable manner.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE

The City will hold a Pre-Bid Conference on Tuesday, July 5, 2016, starting promptly at 10:00AM at City Hall, 10500 N Military Trail, Palm Beach Gardens. Potential Bidders should bring a copy of this Solicitation with them to the Pre-Bid Conference. Bidders will be allowed to ask questions and obtain information on important aspects of this Solicitation.

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a Bid shall constitute an acknowledgement by the Bidder that it has thoroughly examined and is familiar with the requirements of this Solicitation package. The failure or neglect of the Bidder to examine the Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant contract.

2.4 TERM OF CONTRACT: FIVE (5) YEARS

The Contract shall commence on the date of the duly executed Agreement, and shall remain in effect for five (5) years, contingent upon the completion and submittal of all required Bid documents.

2.5 OPTIONS TO RENEW: FIVE (5) ADDITIONAL YEARS

The initial Contract Term shall prevail for five (5) years from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional five (5) years, at the City's sole discretion.

Continuation of the contract beyond the initial 5-year period, and any option subsequently exercised, is a City prerogative, and not a right of the awarded Bidder. This prerogative will be exercised only when such continuation is in the best interest of the City as determined by the City at its sole discretion.

Should the awarded Bidder decline the City's right to exercise the option period, the City may consider the awarded Bidder in default which decision may affect that Bidder's eligibility for future contracts with the City.

2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE (PER GROUP)

The City will award this contract to the responsive, responsible Bidder which submits an offer on all items listed in the Solicitation and whose offer represents the lowest price when all items, per Group, are added in the aggregate. If a Bidder fails to submit an offer on all items in a Group, its overall offer may be rejected.

Notwithstanding the above, the City reserves the right to award any Group or combinations of Groups, as it deems in its best interests. As such, the City may award only one Group, any two Groups, or all Groups, based on its budgetary constraints or other determination.

2.7 PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a Contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the Contract Term, except for any price adjustments that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS BASED ON GOVERNMENTAL PRICE INDEX

Upon completion, of the initial five-year term of the Contract term, and no less than ninety (90) days prior to the end of the initial five-year term, the City may consider an adjustment to prices based on the most recent annual change in the following pricing index:

Consumer Price Index, All Goods and Services, All Items, Miami-Fort Lauderdale Area.

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the new 5-year year, the awarded Bidder's request for adjustment should be submitted at least ninety (90) days prior to expiration of the current Contract Term. The adjustment requested shall not be in excess of the relevant pricing index change. If a timely adjustment request is not received from the awarded Bidder, the City may exercise its option to renew the Contract for another five years without any pricing adjustment. Any adjustment request received after the commencement of the new contract term will not be considered.

The City reserves the right to negotiate lower pricing for the new contract term based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the new contract term, based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments requested by the awarded Bidder.

2.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

To coordinate site visitation and equipment inspections please contact the City's representative Louis Johnson, Streets and Stormwater Operations Manager at 561.804.7048.

2.10 EQUAL PRODUCTS MAY BE CONSIDERED
Intentionally Omitted

2.11 FAILURE TO PERFORM WORK: FINANCIAL CONSEQUENCES
At the City's sole discretion, the City may apply the following financial consequences to the awarded Bidder for the awarded Bidder's failure to perform any aspect of the services established in the Streets Sweeping Schedule.

For each occurrence and each subsequent failure to perform street sweeping services based on the Schedule, the City shall have the right to charge the awarded Bidder as follows:

First Failure:	$200
Second Failure:	$300
Third Failure:	$500 per incident; and the same amount for any subsequent incidents.

The City shall have the right to deduct the applicable amounts from any invoice due to the awarded Bidder, under this Contract, or to invoice the awarded Bidder for the amounts due for payment.

2.12 INSURANCE
The awarded Bidder shall not commence any performance pursuant to the terms of this Bid until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage must be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Palm Beach Gardens shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change.

The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The awarded Bidder must submit a current Certificate of Insurance, naming the City of Palm Beach Gardens as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded Bidder shall provide insurance coverage as follows:

i. WORKERS COMPENSATION
Awarded Bidder shall carry Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all

applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

ii. COMPREHENSIVE GENERAL LIABILITY
Awarded Bidder shall carry Comprehensive General Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00); and include Products/Completion Liability of One Million Dollars ($1,000,000). Such certificate shall list the City as additional insured.
NOTE: If Comprehensive General Liability limits are less than One Million Dollars ($1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars ($1,000,000.00).

iii. AUTOMOBILE LIABILITY
Awarded Bidder shall carry Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars ($1,000,000.00) each occurrence.

The awarded Bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Palm Beach Gardens as an additional insured.

2.13 BID BOND/GUARANTY
Intentionally Omitted

2.14 PERFORMANCE BOND
Intentionally Omitted

2.15 CERTIFICATIONS
Any Bidder which submits an offer in response to this Solicitation shall, at the time of such offer, be properly licensed and certified by the applicable State or County authority qualifying the Bidder to provide the products and/or perform the services described in this Solicitation. The Bidder shall include a valid copy of all applicable licenses and certifications with its Bid Submittal.

If work for other trades is required in conjunction with this Solicitation and will be performed by a subcontractor(s), the applicable license or certification issued to the subcontractor(s) shall be submitted with the prime Bidder's offer; provided, however, the City may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the City during the Bid evaluation period.

2.16 METHOD OF PAYMENT: MONTHLY INVOICES
The awarded Bidder shall submit an invoice every month to the City after the street sweeping has been performed. The date of the invoices shall not exceed thirty (30) calendar days from the performance of work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The awarded Bidder shall provide the City with a copy of the dump tickets and total cubic yards removed from the City on a monthly basis for National Pollutant Discharge Elimination System Permit record keeping.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of service and locations where the work was performed, the contract number, purchase order number, and any discounts.

2.17 DELIVERY REQUIREMENTS
Intentionally Omitted

2.18 FAULTY LABOR
The awarded Bidder shall warrant its service against faulty labor and performance, for no less than 24-hours from the date of acceptance of the services. If a City inspection determines that the street sweeping was improperly performed, the City shall request that the awarded Bidder re-do the work to the City's satisfaction, and at no additional cost to the City. The City may, at its sole discretion, impose a financial consequence on the awarded Bidder for poor performance, based on the amounts established in Section 2.11, Failure to Perform Work – Financial Consequences.

Repeated faulty work performance shall be grounds for the City to terminate the Contract. Any payment by the City on behalf of the services received from the awarded Bidder does not constitute a waiver of these provisions.

2.19 ADDITIONAL FACILITIES
Although this Solicitation and resultant Contract may identify specific facilities or locations, it is hereby agreed and understood that any City department or agency facility/location may be added to this Contract at the option of the City, for similar services.

The awarded Bidder shall be invited to submit price quotes for these additional facilities or location. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the awarded Bidder by formal modification of the Contract or Purchase Order.

The City may determine to obtain price quotes for the additional facilities from non-contract vendors in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons, at the City's discretion.

2.20 CATALOGS AND PRICE LISTS
Intentionally Omitted

2.21 CLEAN UP
The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

2.22 DEMONSTRATION OF EQUIPMENT
Intentionally Omitted

2.23 HOURLY RATE

Any hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

2.24 MOTOR VEHICLE LICENSE REQUIREMENT

Intentionally Omitted

2.25 PATENTS AND ROYALTIES

Intentionally Omitted

2.26 PRE-CONSTRUCTION CONFERENCE

Intentionally Omitted

2.27 RELEASE OF CLAIM REQUIRED

Intentionally Omitted

2.28 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Bidder fails to identify any and all sub-Contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the City.

2.29 OTHER FORMS OR DOCUMENTS

If the City is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

2.30 BIDDER CONDUCT

The awarded Bidder shall at all times conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the occupants of buildings, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work site shall be kept accessible for fire-fighting equipment at all times.

2.31 PROTECTION

The awarded Bidder shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items must be removed during the performance of the work, it shall be the awarded Bidder's responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

2.32 DAMAGE AND INJURY

The awarded Bidder is responsible for any damage by the company during the course of performing any work under this Contract at any building or structure, and shall repair to match existing materials or surfaces to the satisfaction of the City. The Bidder shall, at its own expense, replace any materials damaged to an extent that it cannot be restored to the original condition. The awarded Bidder shall be responsible and liable for injury to any life or property during the course of performing the services.

2.33 LEGAL REQUIREMENTS

The awarded Bidder shall be solely and completely responsible for fully complying with all applicable federal, state and local laws and regulations. No work shall be performed in any manner that is dangerous or reckless. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the work being performed.

2.34 SAFETY AND PROTECTION

The awarded Bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The awarded Bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. The awarded Bidder shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to the City, and all costs associated for ensuring such safety are the responsibility of the awarded Bidder.

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the services by the City.

2.35 PRIVATE COMMUNITIES

The awarded Bidder understands and agrees that any private community in Palm Beach Gardens, with the written permission of the City, may access the contract resultant from this Solicitation and purchase street cleaning services from the awarded Bidder at the same prices and rates offered to the City.

The City shall not be liable or considered a third-party to any agreement between the awarded Bidder and such communities.

SECTION 3
STATEMENT OF WORK

3.1 PROJECT SCOPE

The City of Palm Beach Gardens is seeking offers for contractual services to perform streets and parking lots sweeping services. The awarded Bidder must provide its own equipment, operators, and supervision to perform the work described in this Solicitation.

There are approximately thirty-eight (38) curb miles of the State and County major artery roads and twelve (12) curb miles of City-owned minor arterial roads to be swept twice per month. There will be an additional fifteen (15) City-owned parking lots to be swept once per week. The State, County roads, and parking lots may require different types of equipment to adequately sweep all areas. Therefore, pricing is divided into three Groups: Group A, Group B, and Group C.

Group A: Major Streets - the rates offered shall be based on curb miles swept for County and State roads.

Group B: Minor Streets - the rates offered shall be based on curb miles swept for City-owned roads.

Group C: Parks/Parking Lots - the rates offered shall be per cleaning for each parking lot.

Please refer to the attached Exhibit A – Streets Sweeping Locations and Areas for additional information.

3.2 SWEEPING FREQUENCY

The Sweeping Frequency shown in Appendix A shall be followed at all times unless prior written approval is obtained from the City. Any sweeping performed outside this schedule without prior written approval from the City will not be eligible for payment. The City reserves the right to add or delete streets or mileage at any time or frequency during the term of this contract, after reasonable notice is provided to the awarded Bidder. Added mileage shall be at the same curb mile rate established in the Contract.

3.3 STORAGE OF EQUIPMENT

The awarded Bidder must provide its own storage for equipment such as sweepers, brooms, tires, fuel, oil and other required supplies. The City will not provide storage for any of the awarded Bidder's equipment or supplies.

3.4 SPEED OF VEHICLES

The awarded Bidder shall operate the sweepers between four and five miles per hour (4 – 5MPH) when sweeping, unless it can be proven, to the satisfaction of the City, that the sweeper can operate at a higher speed and still operate effectively and efficiently.

3.5 TECHNICAL REQUIREMENTS

It is the Bidder's responsibility to visit the streets and parking lots listed and to note any varying degrees of difficulty associated with a specific area. The mileage figures given in this Solicitation are for scope purposes only and are only estimates. The streets must be swept for the contract

curb mile price, whatever the degree of difficulty may be. The parking lots must be swept for the contract price whatever the degree of difficulty may be.

The Bidder must have sweepers of industrial and municipal size with the capacity to transport the swept debris. The sweeper(s) shall be equipped with a water spray system for dust control (water for the dust control system shall be obtained at the awarded Bidder's expense). No dry sweeping shall be allowed unless authorized by the City.
The awarded Bidder shall provide equipment with adequate air gap to prevent cross contamination of the City's water system.

The equipment shall comply with all federal, state, and local laws. All equipment shall be in good operating condition at all times. The City may require the awarded Bidder to remove and replace a piece of equipment judged to be operating poorly, excessively noisy, dusty or in any way disturbing to the public. Equipment break down shall not relieve the awarded Bidder from performing its obligations under this contact on a timely basis.

The awarded Bidder shall notify the City immediately of any hazardous conditions or materials that is observed during sweeping.

The removal, hauling and dumping shall be the responsibility of the awarded Bidder. The removal, hauling and dumping of debris shall be done in accordance with all local, county and state laws and regulations. All transportation costs and tipping/disposal fees shall be at the expense of the awarded Bidder.

The awarded Bidder shall completely remove from the swept area (one pass) and curbing all sand, grass, glass liter, leaves and other debris, to the extent identified, within current standards of sweeping excellence. Excellence in street sweeping shall be defined as a clean curb line and road surface free of any visible sand, grass or other debris.

Areas not cleaned in accordance with the above standards will be reported to the awarded Bidder, and the awarded Bidder shall re-sweep the area within twenty-four (24) hours of notification without additional cost to the City.

3.6 HOLIDAYS

A holiday is considered; any day the City of Palm Beach Gardens observes as a holiday. Scheduled routes on a holiday shall be completed the following business day, by additional equipment if needed, to stay on schedule. Schedule changes caused by holidays shall be at no additional cost to the City.

3.7 MONTHLY MEETINGS

The awarded Bidder shall attend monthly meetings at the City to discuss the work specifications and terms of the contract to insure compliance. The meeting date and time of each month are to be determined.

3.8 HOURS OF SWEEPING

All scheduled machine street sweeping shall be performed only during the hours of 8:00 AM to 5:00 PM for day routes and during the hours of 11:00 PM to 6:00 AM for night routes. Sweeping shall not be performed on weekends or on City holidays unless authorized by the City.

APPENDIX A
SWEEPING LOCATIONS

FREQUENCY: BI-MONTHLY

MAJOR STREETS
GROUP A

	LOCATION	FROM - TO	EST MILES	CURBED	HOURS
1	PGA Blvd (FDOT)	Ryder Cup Blvd – US1	5.70	Yes	Daytime
2	Military Trail (FDOT)	Investment Lane - PGA	2.70	Yes	Daytime
3	ALT AIA (FDOT)	Lighthouse Drive - Donald Ross Road	4.57	Yes	Daytime
4	Central Blvd(County)	PGA - Donald Ross Road	3.29	Yes	Daytime
5	Jog Road (County)	PGA Blvd - Donald Ross Road	4.94	Yes	Daytime
6	Military Trail (County)	PGA - Donald Ross Road	3.00	Yes	Daytime
7	Northlake Blvd (County)	Beeline - Congress Avenue	4.32	Yes	Daytime
8	Prosperity Farms Rd. (County)	Allamanda Drive - Gardens Parkway	1.30	Yes	Daytime
9	RCA Blvd (County)	Northcorp Parkway - Prosperity Farms Road	1.56	Yes	Daytime
10	Hood Road (County)	Jog Road - Prosperity Farms Road	4.78	Yes	Daytime
11	Donald Ross Road (County)	Central Blvd - Prosperity Farm Road. (east bound traffic only)	1.78	Yes	Daytime
					TOTAL: 37.94 miles

FREQUENCY: BI-MONTHLY

MINOR STREETS
GROUP B

NOTE: Item 3 – bi-monthly, east-side curb only.

	LOCATION	FROM – TO	EST MILES	HOURS	MEDIAN CURB
1	Sunset Drive (PBG)	Northlake Blvd - Cul-de-sac	.50	Daytime	None
2	Holly Drive (PBG)	Military Trail to Riverside Drive	.89	Daytime	Only Medians
3	Holly Drive (PBG)	Ironwood Road - Lighthouse Drive	.39	Daytime	None
4	Burns Road (Palm Beach Gardens)	Military Trail - Prosperity Farms Road	2.03	Daytime	Yes
5	Kyoto Gardens Avenue	Fairchild Gardens Avenue - Alt AIA	.42	Daytime	
6	Fairchild Avenue	RCA - Valencia Gardens Avenue	1.08	Daytime	Yes
7	Mac Arthur Blvd (PBG)	Northlake Blvd - Lighthouse Drive	.66	Daytime	Yes
8	Gardens East Drive (PBG)	Burns Road - RCA Blvd	.76	Daytime	Yes
9	Gardens Pkwy	Alt AIA - Prosperity Farms Road	1.55	Daytime	Yes
10	Kew Gardens Avenue (PBG)	Gardens Pkwy - PGA	.32	Daytime	Yes
11	Minsk Gardens (PBG)	Kew Gardens - PGA	.22	Daytime	None
12	Fairchild Avenue (PBG)	Fairchild Gardens Avenue - Campus Drive	.37	Daytime	Only Medians
13	Lake Victoria Gardens (PBG)	Kyoto Gardens Drive - Alt AIA	.30	Daytime	None
14	Valencia Gardens Avenue (PBG)	Gardens Pkwy - Gardens Parkway	1.43	Daytime	One
15	Riverside Drive	Burns Road - Northcorp Parkway	.23	Daytime	None
16	Northcorp Pkwy (PBG)	PGA - RCA Blvd	.30	Daytime	None
17	Allamanda Drive	Burns Road - Allamanda Lane	.14	Daytime	None
18	Allamanda Lane	Allamanda Drive- Prosperity Farms Road	.22	Daytime	None
					TOTAL: 11.81 (12) miles

FREQUENCY: WEEKLY

PARKS/PARKING LOTS
GROUP C

	NAME OF PARK	MAINTENANCE AREA	AREA (SQ. YD.)	HOURS
1	Lilac Park	Parking Area/ 4175 Lilac Street	2500	Night time
2	Palm Beach Gardens Park	Access Road and Parking Area/ 1 Ryder Cup Blvd	6,600	Night time
3	Mirasol Park	Access Road and Parking Lot/ 12385 Jog Road	5,500	Night time
4	PBG Tennis Center	Parking Area/ 5110, 117th Ct N	3300	Night time
5	City Park	Parking Area/	1400	Night time
6	Oaks Park	Parking Area/ Gardens East Drive	1,500	Night time
7	Lakeside Complex	Access Road and Parking Lot/ 10410 N. Military Trail	4,300	Night time
8	Burns Road Recreation Center	Access Road and Parking Lot/ 4404 Burns Rd	4,200	Night time
9	Lake Catherine Sports Complex	Parking Area/ 9470 MacArthur Blvd	4,300	Night time
10	Roller Hockey Park	Parking Area	2,200	Night time
11	Plant Drive	Access Road and Parking/ 10113 Plant Drive	2,400	Night time
12	Riverside Youth Enrichment Center	Parking Area/ 10170 Riverside Drive	1,400	Night time
13	City Hall/Police Department	Areas 2, 3, 4 and 5 (please attached map)	12,900	Night time
14	Gardens Park	Areas 1, 2, 3, 4 and 5 (please see attached map)	14,600	Night time
15	Sandhill Crane Golf Club	Parking Area	7,300	Night time

BID SUBMITTAL

This Page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened** at City Hall. Each Bid submitted to the City Clerk **shall have the following information clearly marked on the face of the envelope:** the Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the envelope shall **be a signed original of the Solicitation Summary and one (1) electronic version of your Bid on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the City may deem your Bid non-responsive. A hard-copy of your Bid is not required. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.:	ITB2016-065PS
Title:	Streets Sweeping Service
Due Date and Time:	Friday, July 15, 2016 @ 3:00PM

_____

Name of Bidder

SECTION 4
PRICING SCHEDULE

4.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

ITEM	LOCATION APPENDIX A	EST MILES	PRICE PER MILE	TOTAL
GROUP A	**MAJOR STREETS**			
1.	PGA Boulevard	5.70	$	$
2.	Military Trail	2.70	$	$
3.	Alternate A1A	4.57	$	$
4.	Central Boulevard	3.29	$	$
5.	Jog Road	4.94	$	$
6.	Military Trail	3.00	$	$
7.	Northlake Boulevard	4.32	$	$
8.	Prosperity Farms Road	1.30	$	$
9.	RCA Boulevard	1.56	$	$
10.	Hood Road	4.78	$	$
11.	Donald Ross Road	1.78	$	$
			TOTAL FOR GROUP A - MAJOR STREETS:	**$**

ITEM	LOCATION APPENDIX A	EST MILES	PRICE PER MILE	TOTAL
GROUP B	MINOR STREETS			
1.	Sunset Drive	.50	$	$
2.	Holly Drive	.89	$	$
3.	Holly Drive	.39	$	$
4.	Burns Road	2.03	$	$
5.	Kyoto Gardens Avenue	.42	$	$
6.	Fairchild Avenue	1.08	$	$
7.	MacArthur Boulevard	.66	$	$
8.	Gardens East Drive	.76	$	$
9.	Gardens Parkway	1.55	$	$
10.	Kew Gardens Avenue	.32	$	$
11.	Minsk Gardens	.22	$	$
12.	Fairchild Avenue	.37	$	$
13.	Lake Victoria Gardens	.30	$	$
14.	Valencia Gardens Ave	1.43	$	$
15.	Riverside Drive	.23	$	$
16.	Northcorp Parkway	.30	$	$
17.	Allamanda Drive	.14	$	$
18.	Allamanda Drive	.22	$	$
			TOTAL FOR GROUP B - MINOR STREETS:	$

ITEM	LOCATION APPENDIX A	PRICE EACH
GROUP C	**PARKS AND PARKING LOTS**	
1.	Lilac Park	$
2.	Palm Beach Gardens Park	$
3.	Mirasol Park	$
4.	PBG Tennis Center	$
5.	City Park	$
6.	Oaks Park	$
7.	Lakeside Complex	$
8.	Burns Road Recreation Center	$
9.	Lake Catherine Sports Complex	$
10.	Roller Hockey Park	$
11.	Plant Drive	$
12.	Riverside Youth Enrichment Center	$
13.	City Hall and Police Department	$
14.	Gardens Park	$
15.	Sandhill Crane Golf Club	$
TOTAL FOR GROUP C – PARKS AND PARKING LOTS		$

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

_____

Street Address:

_____

Mailing Address (if different than Street Address):

_____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Non-Collusion Affidavit

e. Sample Performance Bond Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

f. Sample Payment Bond Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

g. Sample Letter of Credit Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2016, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature_____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that -_____

_____,

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)
as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,

($_____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 2016, entered into Contract No._____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

a. Complete the Contract in accordance with its terms and conditions; or

b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City

to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 2016.

_____
(Principal) (Seal)

_____ _____
(Witness) (Title)

_____
(Name of Insurer) Surety (Seal)

_____ By: _____
(Witness) (Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that -_____

_____,

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)
as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,

($_____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 2014, entered into Contract No._____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this

bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 2014.

_____
(Principal) (Seal)

_____ _____
(Witness) (Title)

_____
(Name of Insurer) Surety (Seal)

_____ By: _____
(Witness) (Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____
ISSUANCE DATE: _____

APPLICANT:
{Name of Corporation} _____
{Address}_____
{City, State, Zip} _____

BENEFICIARY:
CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410

FOR U.S.D. $_____
DATE OF EXPIRATION: _____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, THE CITY OF PALM BEACH GARDENS, FLORIDA (HEREINAFTER "PBG") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE CITY MANAGER OF THE CITY OF PALM BEACH GARDENS CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** _____ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON

PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF PALM BEACH GARDENS TO ENFORCE THIS LETTER OF CREDIT SHOULD PBG PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:
{Name of Bank Branch} _____
{Address}_____
{City, State, Zip} _____
ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____
{Name}_____
{Title}_____

SECTION 8
SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the City of Palm Beach Gardens, a Florida municipal corporation ("City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No._____, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. _____, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City:
City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email:

ii. with a copy to:
City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email:

iii. As to the Contractor: _____
_____
_____
Attn.:_____
Email:_____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through _____, 20__, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF PALM BEACH GARDENS, FLORIDA

[SEAL]

By: _____
Ronald M. Ferris, City Manager

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

_____,

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

SECTION 9
EXHIBITS

9.1 EXHIBITS

Exhibit A – Streets Sweeping Locations and Areas

SECTION 10
SOLICITATION SUMMARY

The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

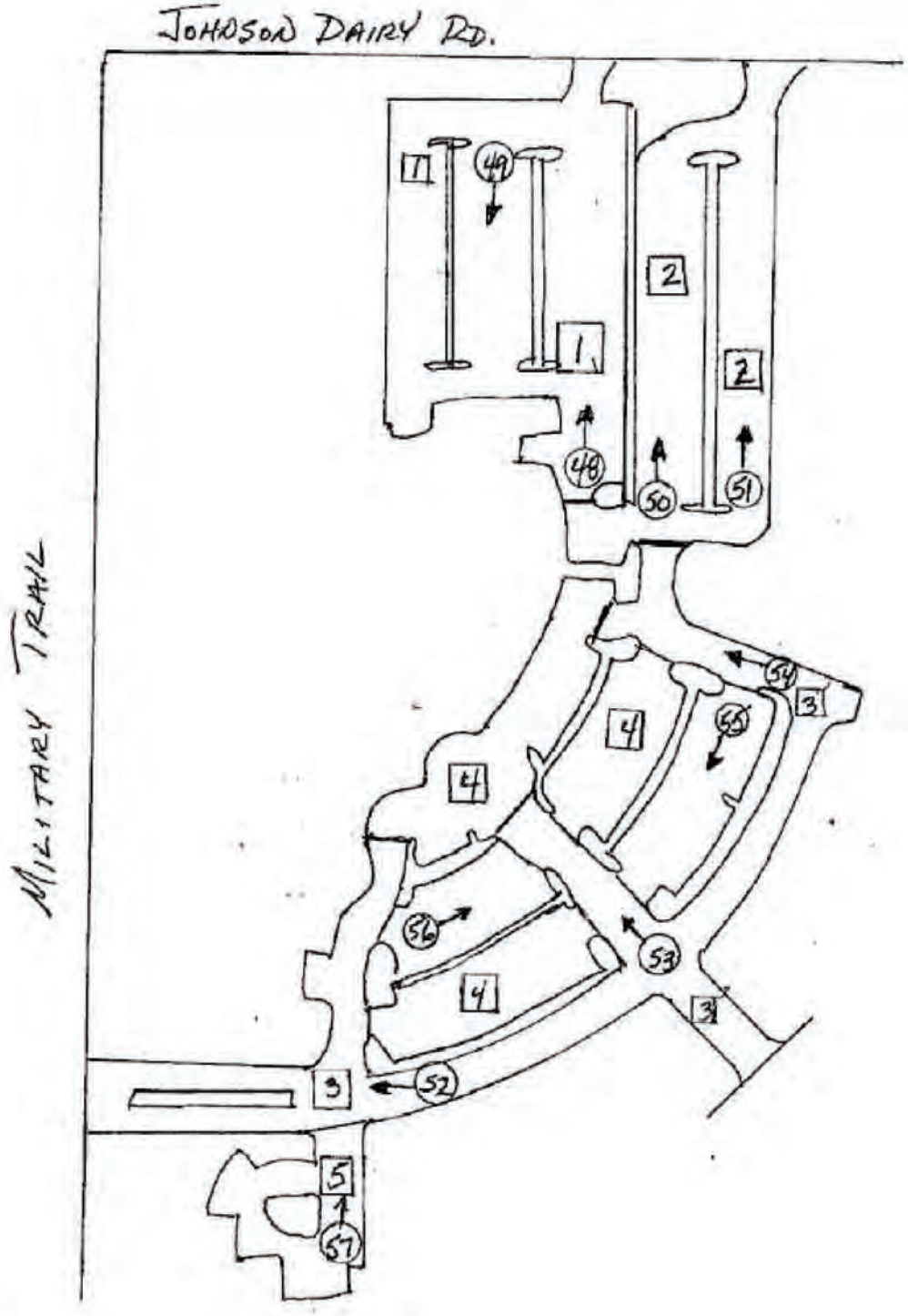
IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Proposal Number:	ITB2016-065PS
Title:	Streets Sweeping Services
Due Date and Time:	Friday, July 15, 2016 @ 3:00PM
Name of Proposer:	_____
Address:	_____
Contact Person:	_____
Bid Amount:	Group A: Major Streets - $_____
	Group B: Minor Streets - $_____
	Group C: Parks/Parking - $_____
Authorized Signature:	_____
Date:	_____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Palm Beach Gardens.

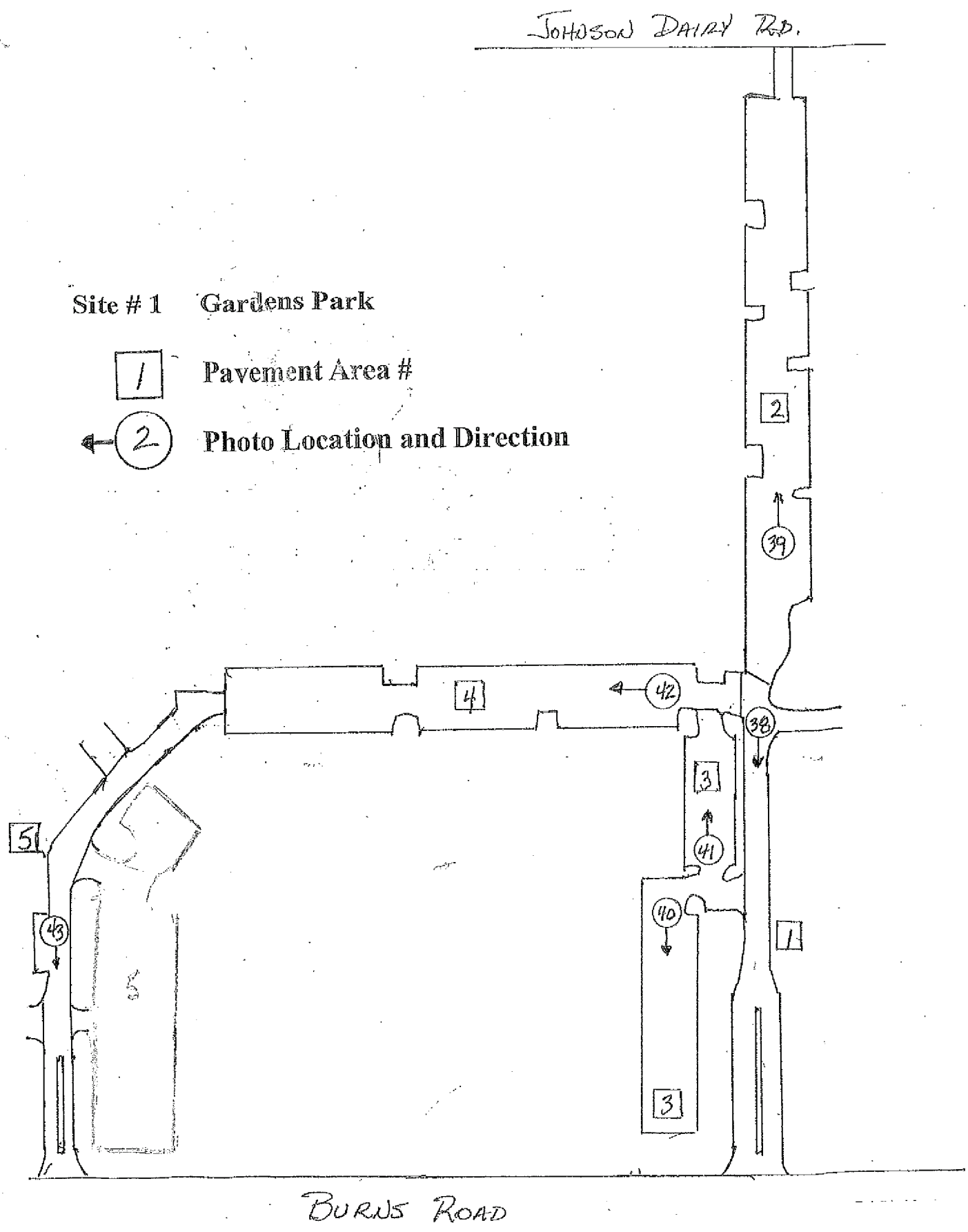
NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

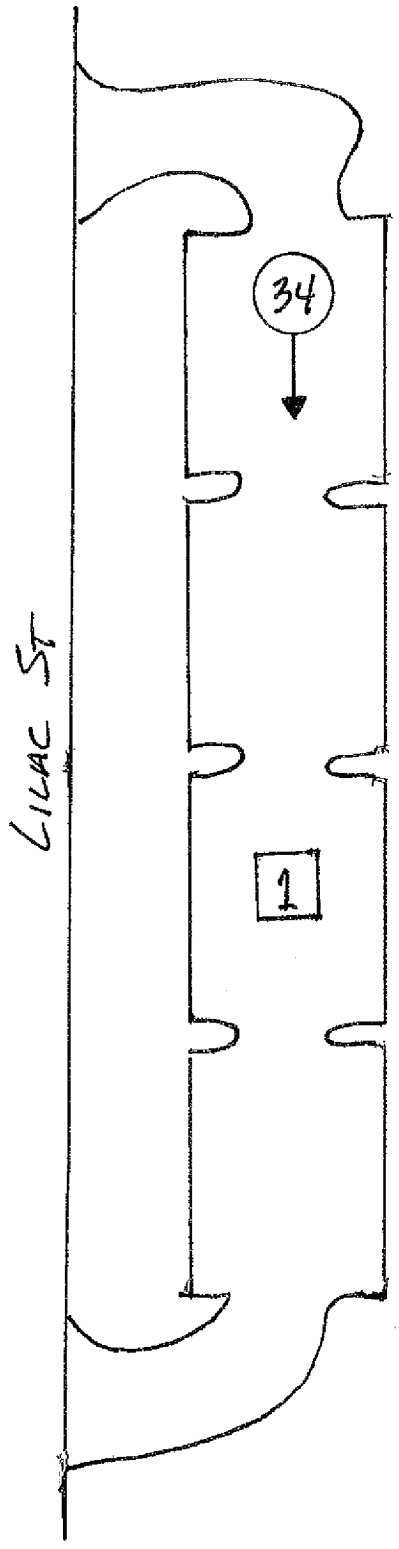


Site # 2 **City Hall – Police Department**

2 **Pavement Area #**

3 **Photo Location and Direction**


JOHNSON DAIRY RD.
Site # 1 Gardens Park
1 Pavement Area #
2 Photo Location and Direction
1
2
3
4
5
38
39
40
41
42
43
BURNS ROAD



Site # 8 Lilac Park

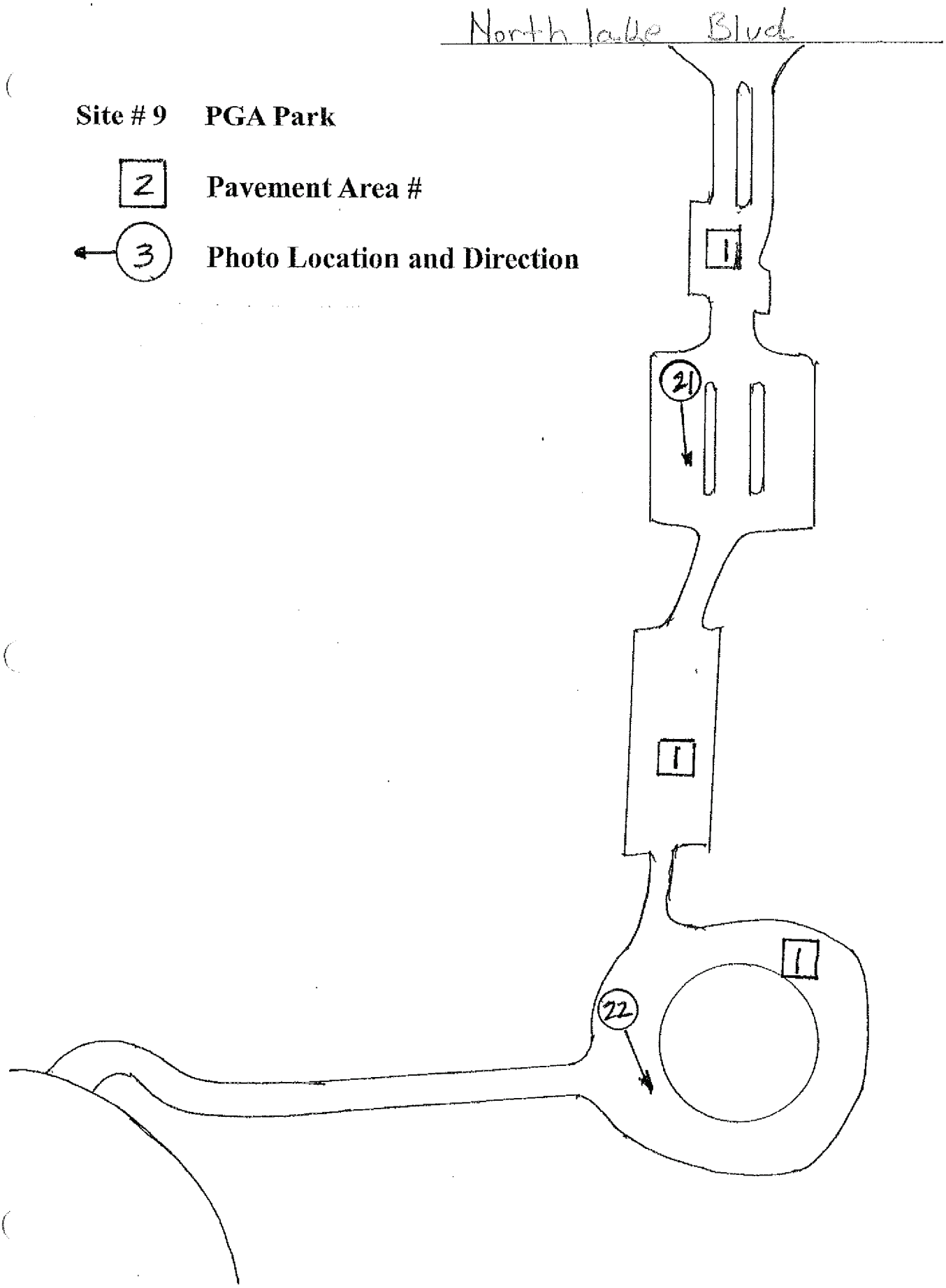
2 **Pavement Area #**

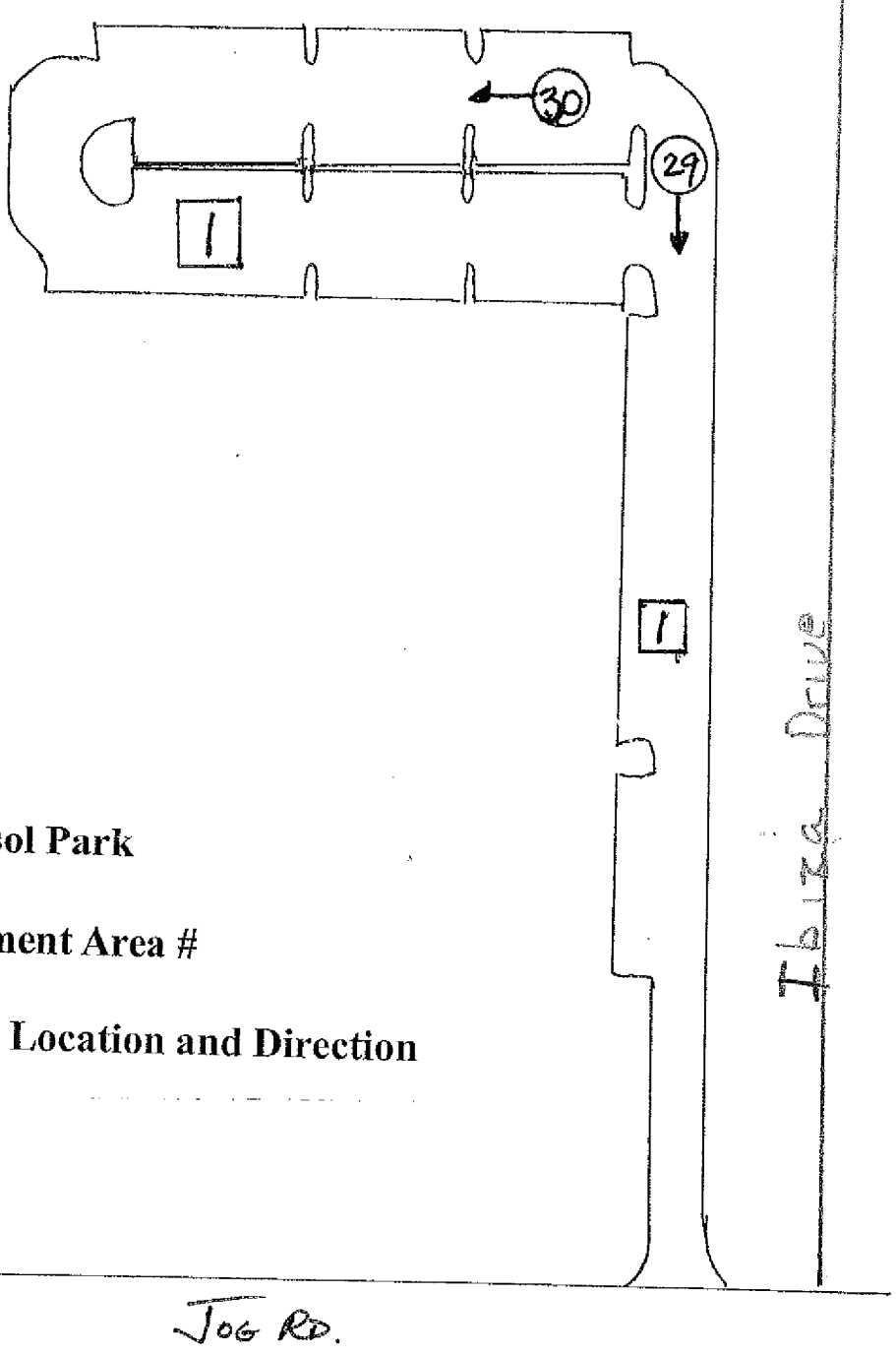
3 **Photo Location and Direction**

Site # 9 PGA Park

2 **Pavement Area #**

3 **Photo Location and Direction**



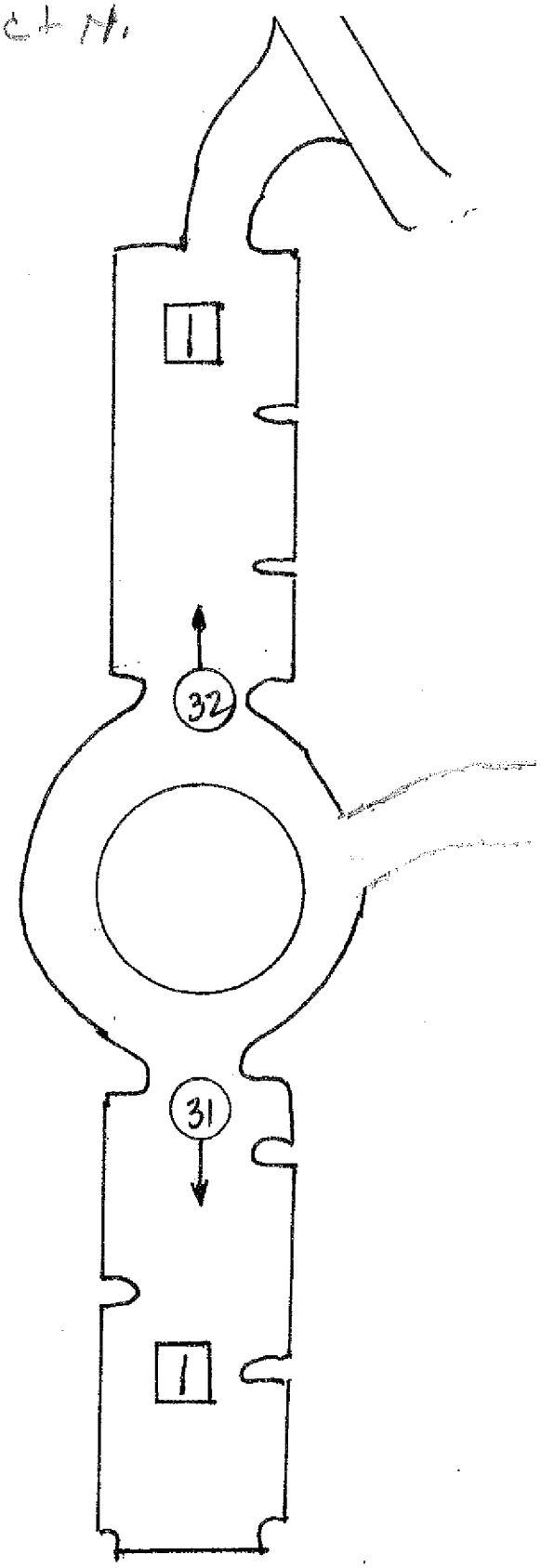


Site # 10 **Mirasol Park**

2 **Pavement Area #**

3 **Photo Location and Direction**

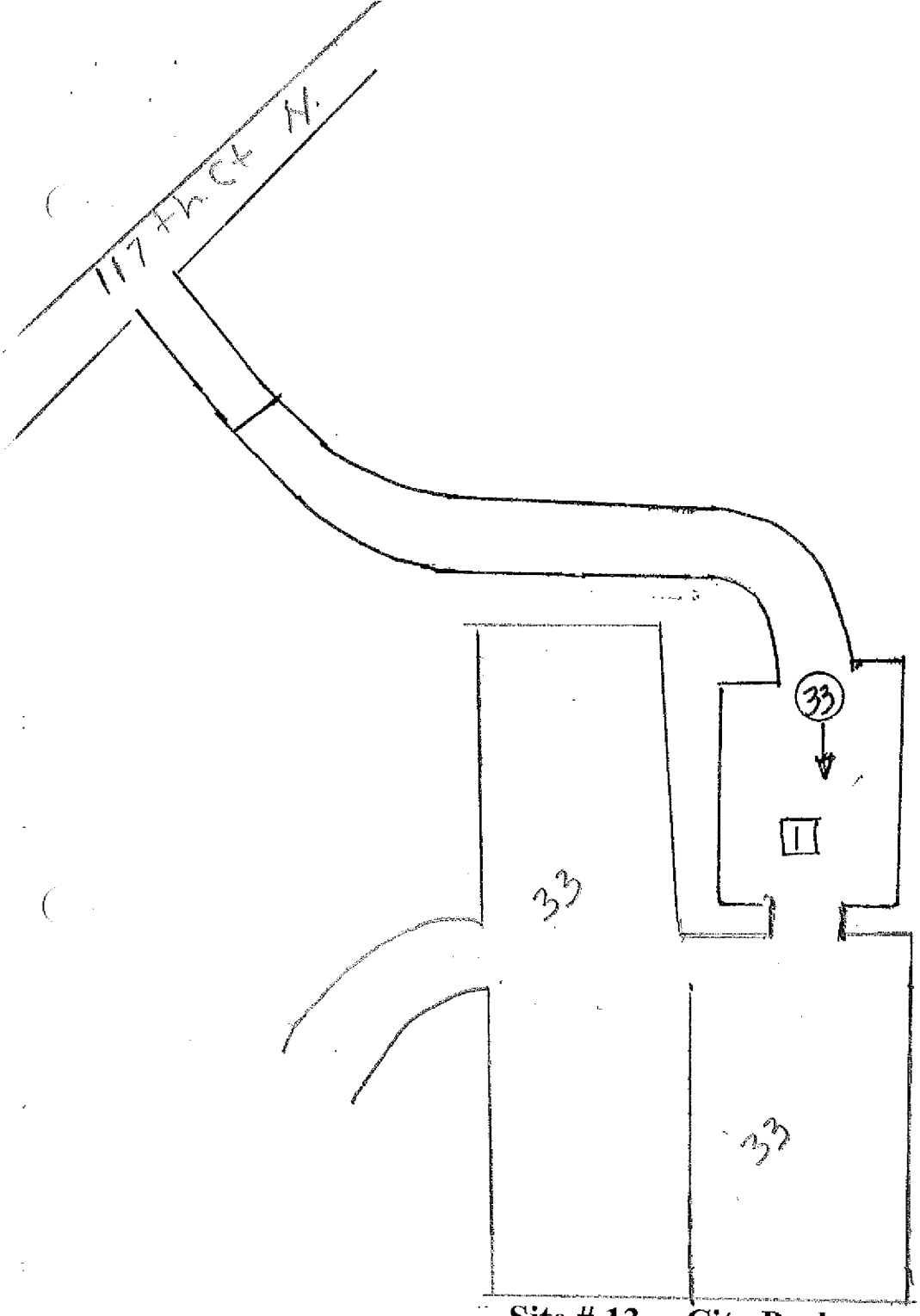
117th Ct N.



Site # 12 **Tennis Center**

2 **Pavement Area #**

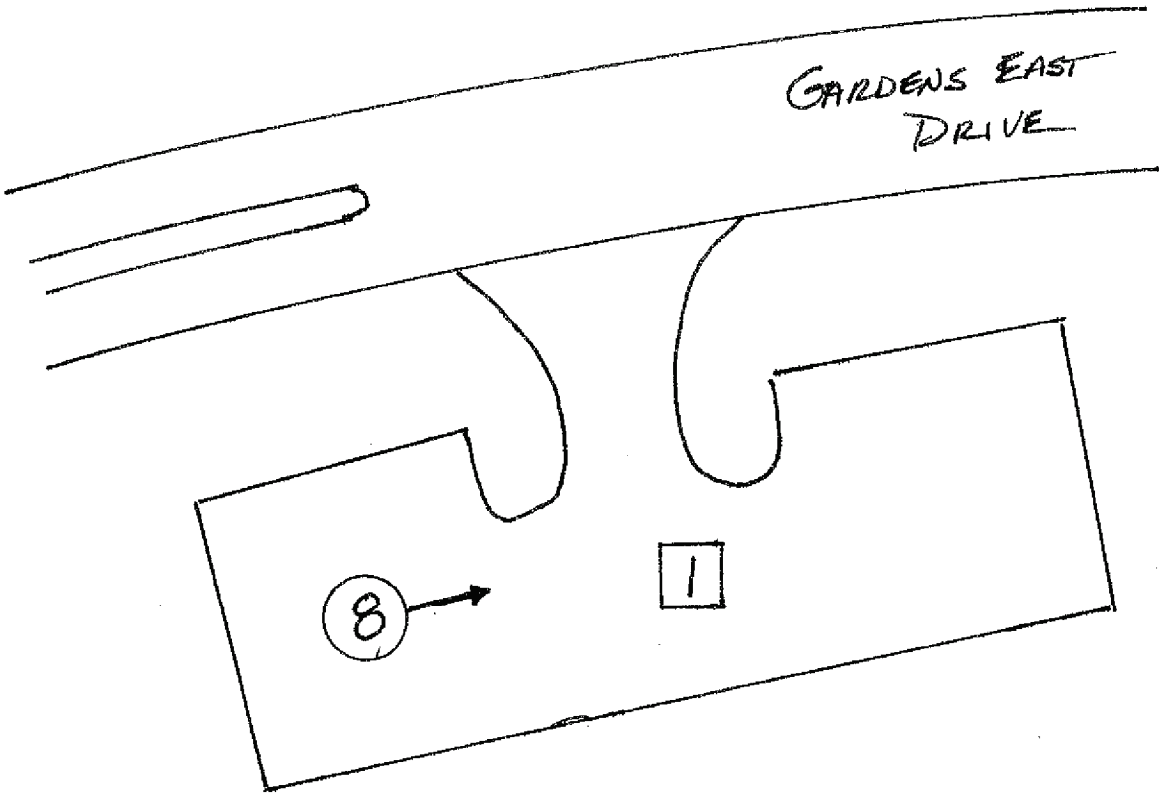
3 **Photo Location and Direction**



Site # 13 City Park

2 **Pavement Area #**

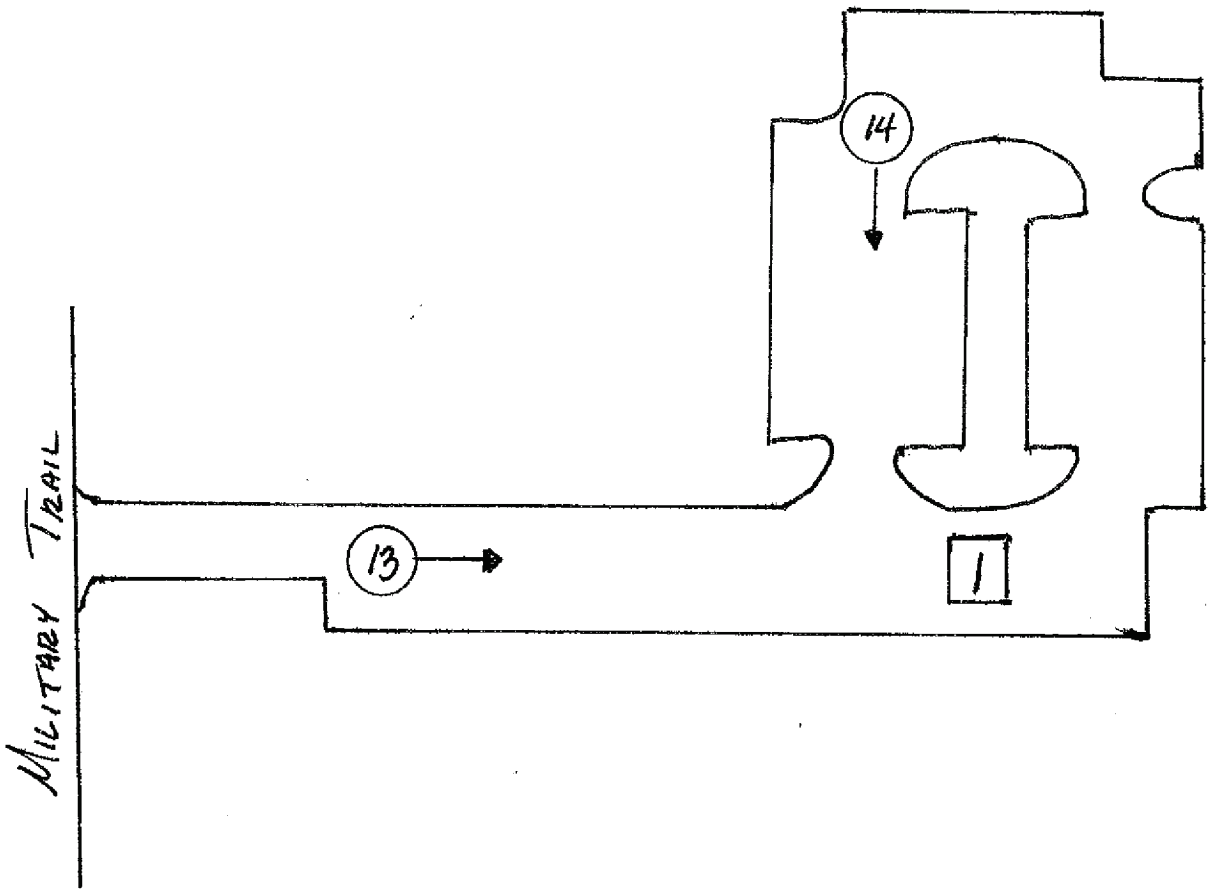
3 **Photo Location and Direction**



Site # 14 Oaks Park

2 **Pavement Area #**

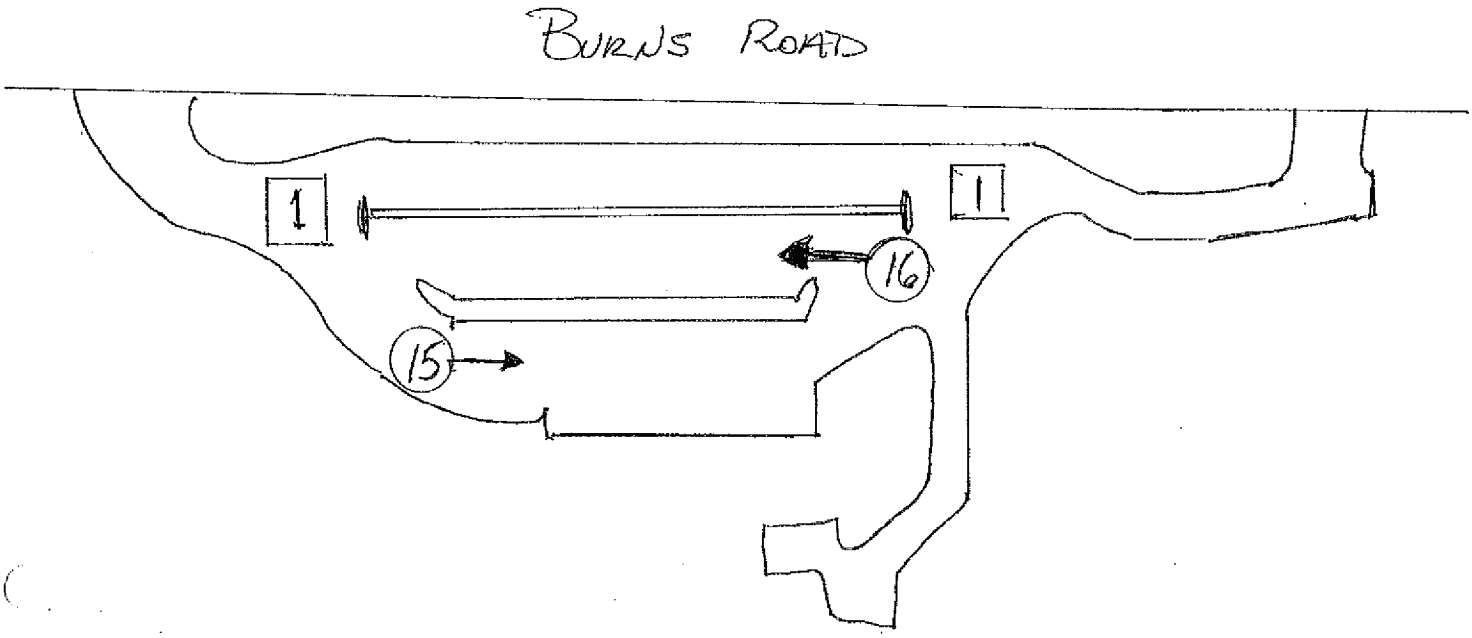
3 **Photo Location and Direction**



Site # 15 **Lakeside Complex**

2 **Pavement Area #**

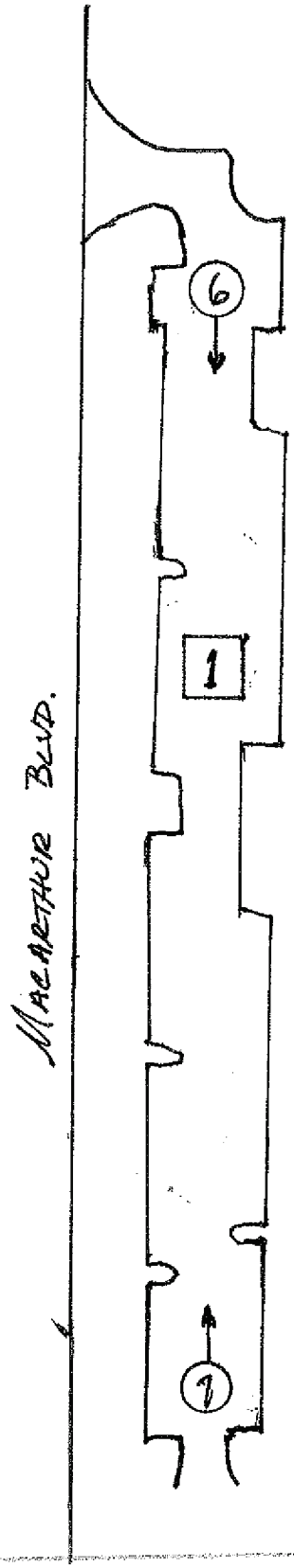
3 **Photo Location and Direction**



Site # 3 **Burns Road Recreation Center**

2 **Pavement Area #**

3 **Photo Location and Direction**

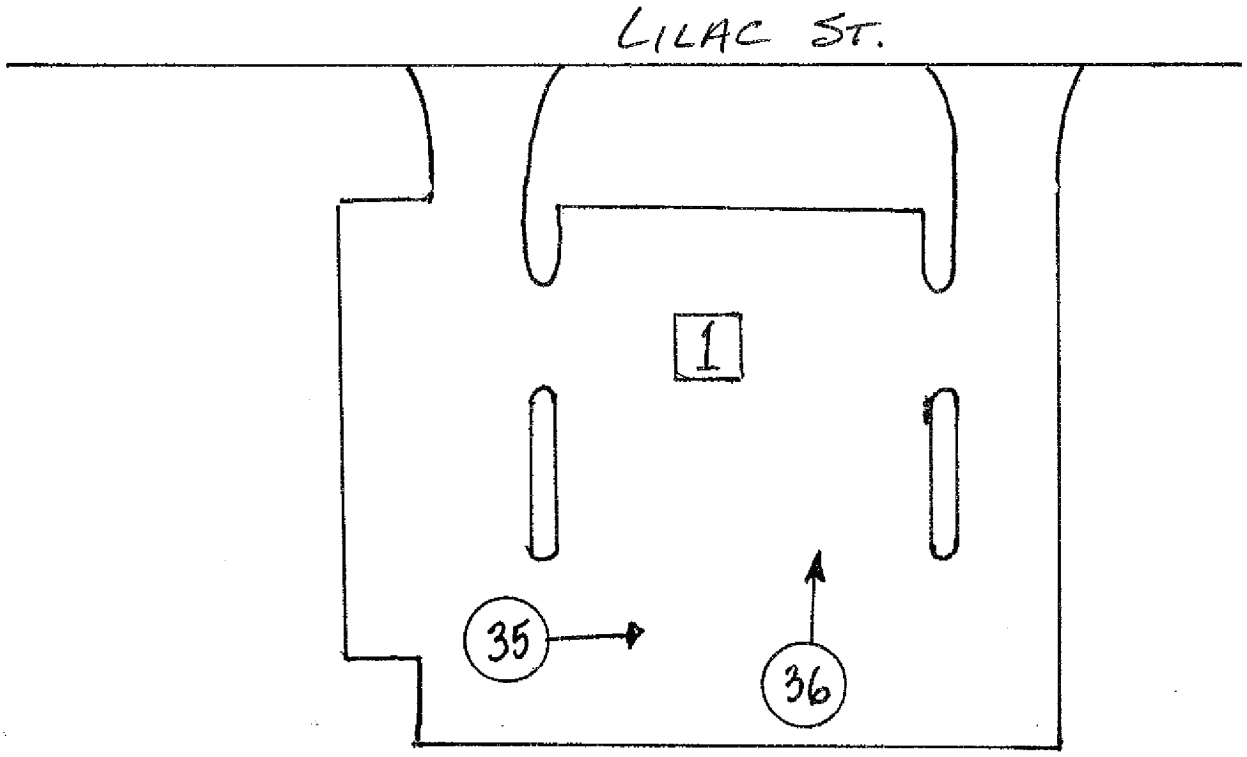


North Lake Blvd

Site # 5 **Lake Catherine Sports Complex**

2 **Pavement Area #**

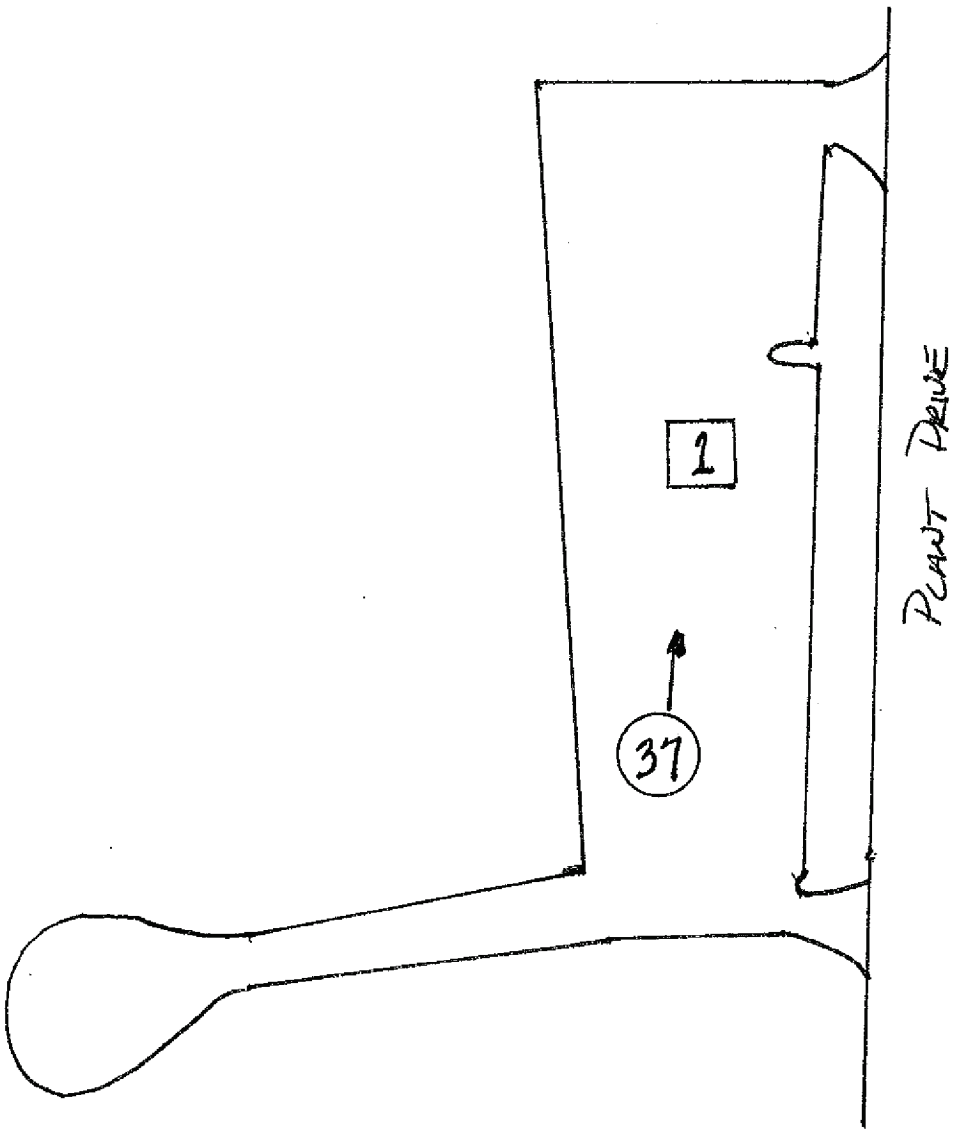
3 **Photo Location and Direction**



Site # 7 **Roller Hockey Park**

2 **Pavement Area #**

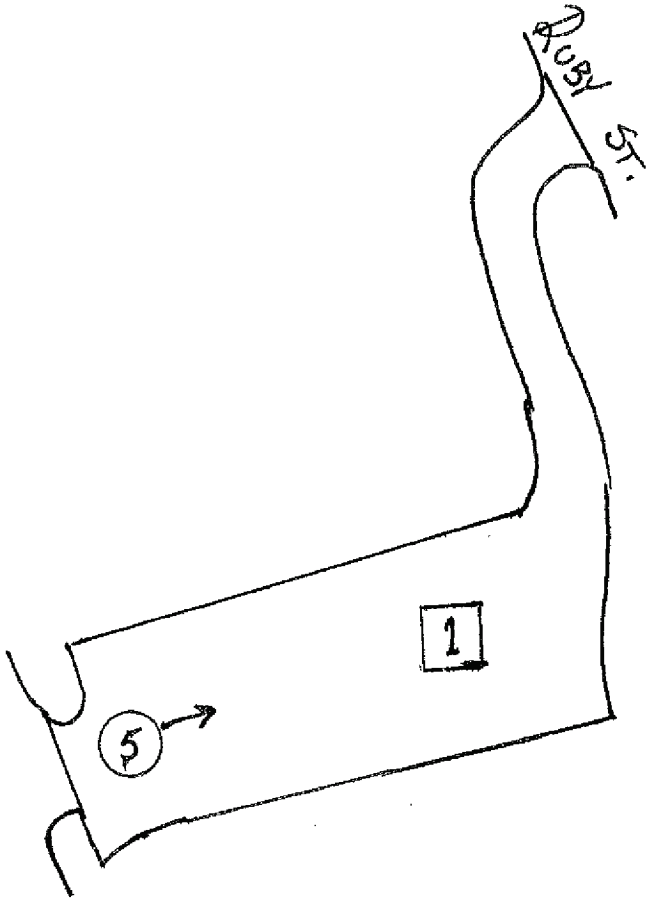
3 **Photo Location and Direction**



Site # 6 Plant Drive Park

2 **Pavement Area #**

3 **Photo Location and Direction**

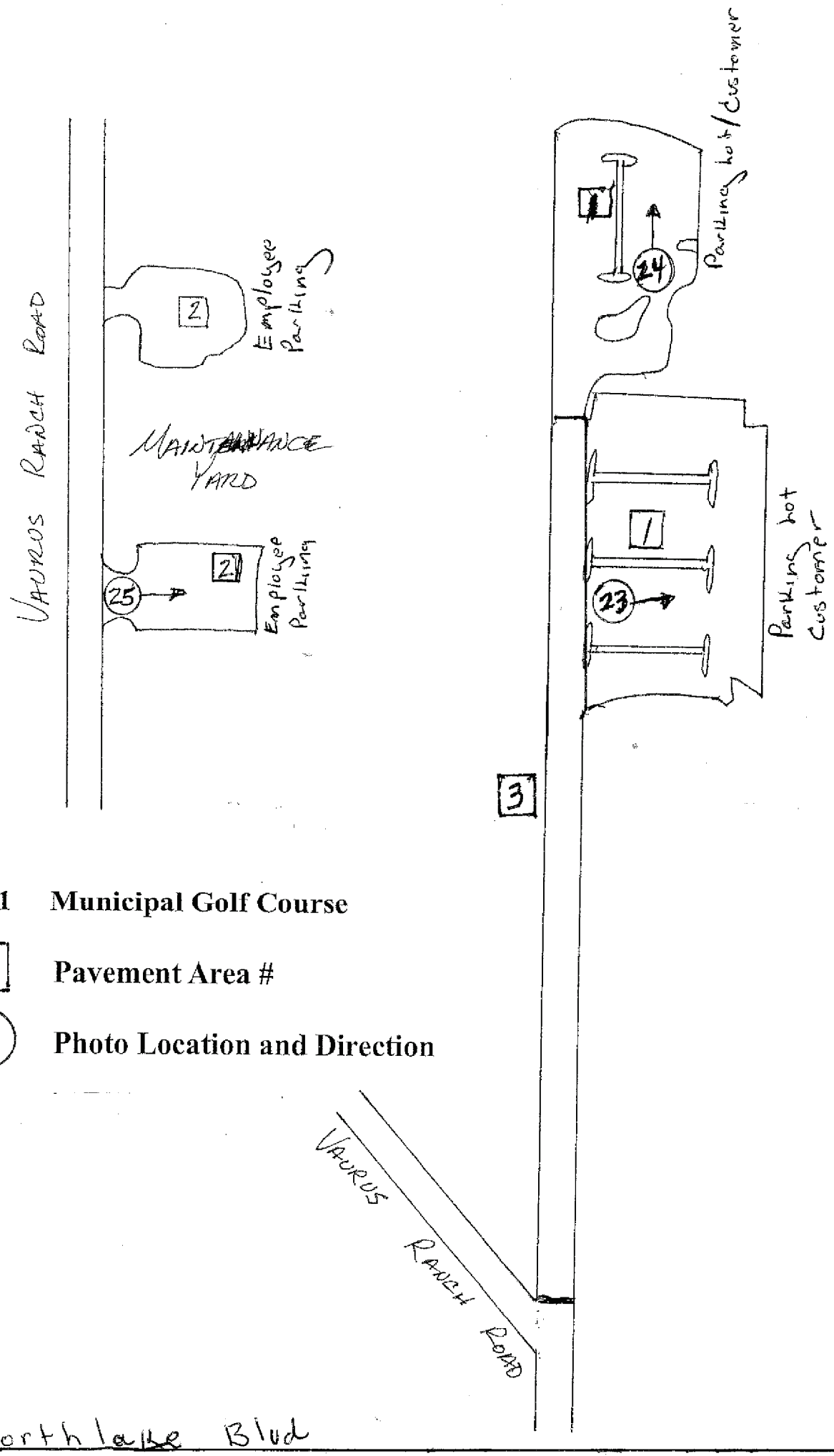


Riverside Drive

Site # 4 **Riverside Youth Enrichment Center**

2 **Pavement Area #**

3 **Photo Location and Direction**



Site # 11 Municipal Golf Course

2 **Pavement Area #**

3 **Photo Location and Direction**

International Sweeping Inc. PBA Facilities Pro-Sweep
2755 N. Vista Parkway Unit I-12 West Palm Beach FL. 33411

City Clerk
10500 N. Military Trl. Palm Beach Gardens FL. 33410

ITB2016-065P5
Street Sweeping Services
Due Date: Friday, July 15, 2016 @ 3:00pm.

JUL 15 16 09:56 AM REC

BID SUBMITTAL

This Page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened** at City Hall. Each Bid submitted to the City Clerk **shall have the following information clearly marked on the face of the envelope:** the Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the envelope shall **be a signed original of the Solicitation Summary and one (1) electronic version of your Bid on CD or a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the City may deem your Bid non-responsive. A hard-copy of your Bid is not required. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.:	ITB2016-065PS
Title:	Streets Sweeping Service
Due Date and Time:	Friday, July 15, 2016 @ 3:00PM

International Sweeping Inc DBA Facilities Pro-Sweep

Name of Bidder

SECTION 4
PRICING SCHEDULE

4.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

ITEM	LOCATION APPENDIX A	EST MILES	PRICE PER MILE	TOTAL
GROUP A	MAJOR STREETS			
1.	PGA Boulevard	5.70	$ 23.75	$ 135.38
2.	Military Trail	2.70	$ 23.75	$ 64.13
3.	Alternate A1A	4.57	$ 23.75	$ 108.54
4.	Central Boulevard	3.29	$ 23.75	$ 78.14
5.	Jog Road	4.94	$ 23.75	$ 117.33
6.	Military Trail	3.00	$ 23.75	$ 71.25
7.	Northlake Boulevard	4.32	$ 23.75	$ 102.60
8.	Prosperity Farms Road	1.30	$ 23.75	$ 30.88
9.	RCA Boulevard	1.56	$ 23.75	$ 37.05
10.	Hood Road	4.78	$ 23.75	$ 113.53
11.	Donald Ross Road	1.78	$ 23.75	$ 42.28
			TOTAL FOR GROUP A - MAJOR STREETS:	$ 901.11

X Bi-Monthly service = $1,802.22 Per month

ITEM	LOCATION APPENDIX A	EST MILES	PRICE PER MILE	TOTAL
GROUP B	MINOR STREETS			
1.	Sunset Drive	.50	$ 23.75	$ 11.88
2.	Holly Drive	.89	$ 23.75	$ 21.14
3.	Holly Drive	.39	$ 23.75	$ 9.27
4.	Burns Road	2.03	$ 23.75	$ 48.22
5.	Kyoto Gardens Avenue	.42	$ 23.75	$ 9.98
6.	Fairchild Avenue	1.08	$ 23.75	$ 25.65
7.	MacArthur Boulevard	.66	$ 23.75	$ 15.68
8.	Gardens East Drive	.76	$ 23.75	$ 18.05
9.	Gardens Parkway	1.55	$ 23.75	$ 36.81
10.	Kew Gardens Avenue	.32	$ 23.75	$ 7.60
11.	Minsk Gardens	.22	$ 23.75	$ 5.23
12.	Fairchild Avenue	.37	$ 23.75	$ 8.79
13.	Lake Victoria Gardens	.30	$ 23.75	$ 7.13
14.	Valencia Gardens Ave	1.43	$ 23.75	$ 33.96
15.	Riverside Drive	.23	$ 23.75	$ 5.46
16.	Northcorp Parkway	.30	$ 23.75	$ 7.13
17.	Allamanda Drive	.14	$ 23.75	$ 3.33
18.	Allamanda Drive	.22	$ 23.75	$ 5.23
			TOTAL FOR GROUP B - MINOR STREETS:	$280.54 x BI Monthly Service = $561.08 Per month

ITEM	LOCATION APPENDIX A	PRICE EACH
GROUP C	PARKS AND PARKING LOTS	
1.	Lilac Park	$ 25.00
2.	Palm Beach Gardens Park	$ 35.00
3.	Mirasol Park	$ 35.00
4.	PBG Tennis Center	$ 35.00
5.	City Park	$ 35.00
6.	Oaks Park	$ 25.00
7.	Lakeside Complex	$ 25.00
8.	Burns Road Recreation Center	$ 75.00
9.	Lake Catherine Sports Complex	$ 35.00
10.	Roller Hockey Park	$ 25.00
11.	Plant Drive	$ 25.00
12.	Riverside Youth Enrichment Center	$ 25.00
13.	City Hall and Police Department	$ 100.00
14.	Gardens Park	$ 75.00
15.	Sandhill Crane Golf Club	$ 75.00
TOTAL FOR GROUP C – PARKS AND PARKING LOTS		$ 650.00 x weekly service = $2821 per month

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated June 29, 2016

Addendum #2, Dated July 5, 2016

Addendum #3, Dated July 7, 2016

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

International Sweeping Inc. DBA Facilities Pro-Sweep

Firm Name

Signature

Thais Correa / Project & Sales Manager

Name and Title (Print or Type)

07-12-16

Date

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

International Sweeping Inc. DBA Facilities Pro-Sweep

Street Address:

2755 N. Vista Parkway Unit I-12 West Palm Beach FL. 33411

Mailing Address (if different than Street Address):

N/A

Telephone Number(s): 561 616 6363

Fax Number(s): 5616166364

Email Address: servicewpb@facilitiesPro-Sweep.com

Federal Employer Identification Number: 010703241

Prompt Payment Terms: N/A % N/A days' net 30 days

Signature: _____
(Signature of authorized agent)

Print Name: Thais Correa

Title: Project & Sales Manager

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Non-Collusion Affidavit

e. Sample Performance Bond Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

f. Sample Payment Bond Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

g. Sample Letter of Credit Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

International Sweeping Inc. DBA Facilities Pro-Sweep
Firm Name

Signature

Thais Correa | Project & Sales Manager
Name and Title (Print or Type)

07-12-16
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

International Sweeping Inc. DBA Facilities Pro-Sweep
Firm Name


Signature

Thais Correa | Project & Sales Manager
Name and Title (Print or Type)

07-12-16
Date

DRUG-FREE WORKPLACE

International Sweeping Inc. DBA Facilities Pro-Sweep is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

International Sweeping Inc. DBA Facilities Pro-Sweep
Firm Name


Signature

Thais Correa | Project & Sales Manager
Name and Title (Print or Type)

07-12-16
Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Thais Correa, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Project & Sales Manager of International Sweeping Inc. DBA Facilities Pro-Sweep, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: ITB 2016-065PS Title: Street Sweeping Service

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 12 day of July 2016, by Thais Correa, who is personally known to me or who has produced _____ as identification.

SEAL

Melina Ramirez
Commission # GG009190
Expires: July 6, 2020
Bonded thru Aaron Notary

Notary Signature
Notary Name: Melina Ramirez
Notary Public (State): Florida
My Commission No: GG009190
Expires on: July 6, 2020

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that -_____

_____,

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,

($_____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 2016, entered into Contract No._____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

a. Complete the Contract in accordance with its terms and conditions; or

b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City

to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 2016.

_____
(Principal) (Seal)

_____ _____
(Witness) (Title)

_____
(Name of Insurer) Surety (Seal)

_____ By: _____
(Witness) (Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that -_____

_____,

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)
as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,

($_____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 2014, entered into Contract No._____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this

bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 2014.

_____
(Principal) (Seal)

_____ _____
(Witness) (Title)

_____
(Name of Insurer) Surety (Seal)

_____ By: _____
(Witness) (Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____
ISSUANCE DATE: _____

APPLICANT:
{Name of Corporation} _____
{Address}_____
{City, State, Zip} _____

BENEFICIARY:
CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410

FOR U.S.D. $_____
DATE OF EXPIRATION:_____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, THE CITY OF PALM BEACH GARDENS, FLORIDA (HEREINAFTER "PBG") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE CITY MANAGER OF THE CITY OF PALM BEACH GARDENS CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** _____ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON

PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF PALM BEACH GARDENS TO ENFORCE THIS LETTER OF CREDIT SHOULD PBG PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:
{Name of Bank Branch} _____
{Address}_____
{City, State, Zip} _____
ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____
{Name}_____
{Title}_____

SECTION 8
SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the City of Palm Beach Gardens, a Florida municipal corporation ("City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No._____, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. _____, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email:

ii. with a copy to: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email:

iii. As to the Contractor: _____
_____
_____
Attn.:_____
Email:_____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through _____, 20__, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF PALM BEACH GARDENS, FLORIDA

[SEAL]

By: _____
Ronald M. Ferris, City Manager

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

_____

By: _____

Print Name: Thais Correa

Title: Project & Sales Manager

WITNESS:

By: _____

Print Name: _____

SECTION 9
EXHIBITS

9.1 EXHIBITS

Exhibit A – Streets Sweeping Locations and Areas

SECTION 10
SOLICITATION SUMMARY

The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Proposal Number: ITB2016-065PS

Title: Streets Sweeping Services

Due Date and Time: Friday, July 15, 2016 @ 3:00PM

Name of Proposer: International Sweeping Inc. DBA FacilitiesPro-Sweep

Address: 2755 N. Vista Parkway Unit I-12 West Palm Beach FL. 33

Contact Person: Thais Correa | 5616762558

Bid Amount:
Group A: Major Streets - $ 901.11 x 18 BI Monthly Service = $1,802.22 Per mon
Group B: Minor Streets - $ 280.54 x 18 BI Monthly Service = $561.08 Per mon
Group C: Parks/Parking - $ 650.00 x 35 Weekly Service = $2821.00 Per mont

Authorized Signature: _____

Date: 07-12-16

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Palm Beach Gardens.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: FACILITIES PRO SWEEP

Receipt #: 325-20370
Business Type: CLEANING/JANITORIAL (POWER SWEEPING)

Owner Name: INTERNATIONAL SWEEPING INC
Business Location: 2755 VISTA PKWY N I-12
PALM BEACH COUNTY
Business Phone: 561-616-6363

Business Opened: 06/15/2007
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		5		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2755 N VISTA PARKWAY #I12
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0007 CLEANING SERVICE	CORREA ALESSANDRO		B15.903897 - 09/30/15	$33.00	B40128823

This document is valid only when receipted by the Tax Collector's Office.

B1 - 281

FACILITIES PRO SWEEP
FACILITIES PRO SWEEP
2755 VISTA PKWY STE I12
WEST PALM BEACH, FL 33411-6750

STATE OF FLORIDA
PALM BEACH COUNTY
2015/2016 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200704960
EXPIRES: SEPTEMBER 30, 2016

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
International Sweeping Inc. DBA Facilities Pro-Sweep

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2755 N Vista Parkway Unit: I -12

Requester's name and address (optional)

6 City, state, and ZIP code
West Palm Beach, FL 33411

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
0	1	–	0	7	0	3	2	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 07-13-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INTER-7 OP ID: SN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc Suite 400 1401 Forum Way West Palm Beach, FL 33401 Nicholas DiBattisto	CONTACT NAME: PHONE (A/C, No, Ext): 561-686-2266 FAX (A/C, No): 561-686-2313 E-MAIL ADDRESS:
INSURED International Sweeping, Inc. 2755 N Vista Pkwy #112 West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Crum & Forster Indemnity Co+ INSURER B : United States Fire Ins Co + INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5068852317	05/22/2016	05/22/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben.	$ Excluded
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			5068852317	05/22/2016	05/22/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			5238043371	05/23/2016	05/23/2017	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

INTER-1

International Sweeping
dba Facilities Pro-Sweep
Unit I 12
2755 N. Vista Parkway
West Palm Beach, FL 33411

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance for CoAdvantage 101 Starcrest Drive Clearwater, FL 33758	CONTACT NAME: PHONE (A/C, No, Ext): (727) 447-6481 FAX (A/C, No): (727) 449-1267 E-MAIL ADDRESS:
INSURED CoAdvantage Corporation Alt. Emp: International Sweeping, Inc dba: Facilities Pro Sweep 3350 Buschwood Park Drive #200 Tampa, FL 33618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: American Zurich Insurance Company — 40142 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 16FL090907581 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 56-11-942-02	04/01/2016	04/01/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,00
				Location Coverage Period:	04/01/2016	04/01/2017	**Client#** 19980-MPP	

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

Coverage is provided for only those co-employees of, but not subcontractors to:

International Sweeping, Inc dba: Facilities Pro Sweep
2755 Vista Pkwy NSte I-12
West Palm Beach, FL 33411

CERTIFICATE HOLDER

International Sweeping, Inc
dba: Facilities Pro Sweep
2755 Vista Pkwy NSte I-12
West Palm Beach, FL 33411

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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Agreement/Contract Transmittal

	Name:	Signature:	Date:
Requestor	Louis Johnson	Louis Johnson	4-11-17
Department Head	David Reyes		4/11/17
Purchasing	Kml Ra	Kml. Ra	4.12.2017
Finance	Allan Owens		4/12/17
Administration	Janice Massie	Janice L. Massie	4-12-2017
City Attorney	R. Max Lohman	Signed agnt	—

Title: **Amendment No. 1 to Agreement for Streets Sweeping Services**

Background

The original Agreement was executed on September 8, 2016, with Facilities Pro-Sweep. On October 2, 2016, the sweeping services operations of Facilities Pro-Sweep began maintaining 50 curb miles of the State-, County- and City-owned arterial roads to be swept twice per month, as well as 15 City-owned parking lots swept once per week. The City has identified additional areas in need of street sweeping, as well as services for emergency response. Amendment No. 1 establishes the unit prices for such services.

Budget Impact (Describe impact to revenues/expenses, and funding account number)

The City expects to incur an expense of approximately $3,504.28 annually for the additional service area, which will be funded by 001.3040.541.3400 (Streets/Stormwater Unit).

Laserfische Data

Effective Date	Expiration Date	Contact Department
Upon Signature	9/30/2021	Community Services
Attach to Existing Document (if applicable):		Agreement No. 2016-127

Transmittal Notification Instructions: **Louis Johnson**

Approved: Initial

Comments:

City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com

Letter of Transmittal

DATE: April 13, 2017

TO:
International Sweeping, Inc.
d/b/a Facilities Pro-Sweep
2755 Vista Parkway North, Suite I-12
West Palm Beach, FL 33411
Attn: Alessandro Correa, President

Re: Amendment No. 1 to Agreement for Streets Sweeping Services

- ☑ For Your Records
- ☐ For Recording
- ☐ As Requested
- ☐ Returned for Corrections
- ☐ For Review and Signature
- ☐ Other: _____

Signed _____
Patricia Snider, CMC, City Clerk

CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, FL 33410

AMENDMENT NO. 1
TO AGREEMENT
FOR
STREETS SWEEPING SERVICES

AGREEMENT NO. ITB2016-065PS

THIS AMENDMENT NO. 1 is made and entered into this 13TH day of APRIL, 2017 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (hereinafter referred to as the "City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **International Sweeping, Inc. dba Facilities Pro-Sweep**, a Florida corporation (hereinafter referred to as the "Contractor"), whose principal address is 2755 Vista Parkway North, Suite I-12, West Palm Beach, Florida 33411.

WHEREAS, on September 8, 2016, the City executed Agreement No. ITB2016-065PS, with Facilities Pro-Sweep (hereinafter "Agreement"), for the provision of Streets Sweeping Services; and

WHEREAS, the City has identified additional services that it may require from the Contractor, and pursuant to Section 1.27, Modification of Contract, such modifications must be made in writing; and

WHEREAS, the Contractor has provided the City with prices and rates for these additional services to be incorporated under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

1. On an as-needed basis, and subject to purchase orders issued by the City, the Contractor shall provide the following additional services under this Agreement:

   i. Power Broom Sweeping Services

      a. Military Trail west on Grandiflora Road to cul-de-sac. Both sides of the streets have curbing, and the middle medians shall be serviced. Approximate size: 0.71 miles (one-way)

b. 117th Court North east to Shady Lakes Drive. Both sides of the street have curbing.
Approximate size: 0.87 miles (one-way)

Total miles: 4.58 miles

Cost: $23.75 per mile x 4.58 miles = $108.78

ii. Emergency Services and Special Events

Emergency clean-up and special events clean-up.

$150.00 per hour with 4 hours minimum for broom truck.
$115.00 per hour with 4 hours minimum for dump-truck, plus dumping fees.

2. All terms, covenants, and conditions of the Agreement and any addenda, modifications, or amendments thereto shall remain in full force and effect, except to the extent herein amended.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By: _____
Ronald M. Ferris, City Manager

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney
for Abigail Forrester Jorandby

INTERNATIONAL SWEEPING, INC.
dba FACILITIES PRO-SWEEP

By: _____
Alessandro Correa, President

WITNESSES:

By: _____
Print Name: Thais Correa

By: _____
Print Name: Dale Pizzuti

PROCUREMENT MANAGEMENT OFFICE

SOLICITATION ADDENDUM

Addendum No. 1

DATE: May 19, 2026

TO: All Potential Bidders

SOLICITATION NO.: ITB2026-180PW

TITLE: Street Sweeping Services

DUE DATE: Friday, June 12, 2026 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following question was received from a potential bidder and the response is provided as shpown below.

Question: Can you please provide the previous pricing?
Response: *Please see attached.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Chief Procurement Officer

Attachment

Major Streets				
Street Name	**Point "A" to Point "B"**	**Miles**	**New Amount Per Mile**	**New Amount Per Month**
PGA Blvd.	Ryder Cup-US1	5.7 miles x 4 = **22.8**	$24.08	$ 549.02
Military Trail	Investment Lane-PGA	2.7 miles x 4 =**10.8**	$24.08	$ 260.06
ALT A1A	Lighthouse Dr.- Donald Ross	4.57 miles x 4 =**18.28**	$24.08	$ 440.18
Central Blvd.	PGA- Donald Ross	3.29 miles x 4= **13.16**	$24.08	$ 316.89
Jog Rd.	PGA- Donald Ross	4.94 miles x 4= **19.76**	$24.08	$ 475.82
Military Trail	PGA- Donald Ross	3 miles x 4 = **12**	$24.08	$ 288.96
Northlake	Beeline-Congress Ave.	4.32 miles x 4 = **17.28**	$24.08	$ 416.10
Prosperity Farms	Allamanda Dr. -Gardens Park	1.3 miles x 3 = **3.9**	$24.08	$ 93.91
RCA Blvd.	Northcorp Parkway- Prosperity Farms Rd.	1.56 miles x 2 = **3.12**	$24.08	$ 75.13
Hood Road	Jog Rd.- Prosperity Farms Rd.	4.78 miles x 4 = **19.12**	$24.08	$ 460.41
Donald Ross	Central Blvd. - Prosperity Farm	1.78 miles x 2 = **3.56**	$24.08	$ 85.72

Minor Streets				
Street Name	**Point "A" to Point "B"**	**Miles**	**New Amount Per Mile**	**New Amount Per Month**
Sunset Dr.	Northlake Blvd. - Cul-de-sac	.5 miles x 2 = **1**	$24.08	$ 24.08
Holly Dr.	Military Trail - Riverside Dr.	.89 miles x 2 = **1.78**	$24.08	$ 42.86
Holly Dr.	Ironewood-Lighthouse Dr.	.39 miles x 1 = **.39**	$24.08	$ 9.39
Burns Rd.	Military Trail- Prosperity Farms	2.03 miles x 3 = **6.09**	$24.08	$ 146.65
Kyoto Gardens	Fairchild Gardens Ave. - ALT A1A	.42 miles x 4 = **1.68**	$24.08	$ 40.45
Fairchild Ave.	RCA- Valencia Gardens Ave.	1.08 miles x 3 = **3.24**	$24.08	$ 78.02
Mac Arthur	Northlake Blvd. - Lighthouse Dr.	.66 miles x 3 = **1.98**	$24.08	$ 47.68
Gardens East Dr.	Burns Road -RCA Blvd.	.76 miles x 2 = **1.52**	$24.08	$ 36.60
Gardens Pkwy	ALT A1A- Prosperity Farms	1.55 miles x 4 = **6.2**	$24.08	$ 149.30
Kew Gardens Ave.	Gardens Pkwy- PGA	.32 miles x 4 = **1.28**	$24.08	$ 30.82
Minsk Gardens	Kew Gardens- PGA	.22 miles x 3 = **.66**	$24.08	$ 15.89
Fairchild Ave.	Fairchild Gardens Ave. - Campus Dr.	.37 miles x 2 = **.74**	$24.08	$ 17.82
Lake Victoria Gardens	Kyoto Gardens Dr. - ALT A1A	.3 miles x 4 = **1.2**	$24.08	$ 28.90
Valencia Gardens Ave.	Gardens Pkwy- Gardens Pkwy	1.43 miles x 2 = **2.86**	$24.08	$ 68.87
Riverside Dr.	Burns Rd. - Northcorp Parkway	.23 miles x 2 = **.46**	$24.08	$ 11.08
Northcorp Pkwy	PGA- RCA Blvd.	.3 miles x 2 = **.6**	$24.08	$ 14.45

Allamanda Dr.	Burns Rd. - Allamanda Lane	.14 miles x 2 = **.28**	$24.08	$	6.74
Allamanda LN.	Allamanda Dr. - Prosperity Farms Rd.	.22 miles x 2 = **.44**	$24.08	$	10.60
Military Trail	Grandiflora Rd. - to cul-de-sac	.71 miles x 4 = **2.84**	$24.08	$	68.39
117th Court North	East to Shady Lakes Dr.	.87 miles x 2 = **1.74**	$24.08	$	41.90
Shady Lakes Dr.	PGA-117TH	.8 miles x 2 = **1.6**	$24.08	$	38.53
			Total:	**$**	**4,391.23**

Parking Lots			
Parking Lot	**Frequency**	**New Amount Per Visit**	**New Amount Per Month**
Burns Road Community Center	Frequency: 4 times a month	$ 76.05	$ 304.20
City Hall	Frequency: 4 times a month	$ 101.40	$ 405.60
Lilac Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Palm Beach Gardens Park	Frequency: 2 times a month	$ 35.49	$ 70.98
Mirasol Park	Frequency: 2 times a month	$ 35.49	$ 70.98
PBG Tennis Center	Frequency: 2 times a month	$ 35.49	$ 70.98
City Park	Frequency: 2 times a month	$ 35.49	$ 70.98
Oaks Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Lakeside Complex	Frequency: 2 times a month	$ 25.35	$ 50.70
Lake Catherine Sports Complex	Frequency: 2 times a month	$ 35.49	$ 70.98
Roller Hockey Park	Frequency: 2 times a month	$ 25.35	$ 50.70
Plant Drive	Frequency: 2 times a month	$ 25.35	$ 50.70
Riverside Youth	Frequency: 2 times a month	$ 25.35	$ 50.70
Gardens Park	Frequency: 2 times a month	$ 76.05	$ 152.10
Sandhill Crane Golf Club	Frequency: 2 times a month	$ 76.05	$ 152.10
		Total:	**$ 1,673.10**

City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

PROCUREMENT MANAGEMENT OFFICE

INVITATION TO BID

ITB2026-180PW
STREET SWEEPING SERVICES

DUE DATE AND TIME
FRIDAY, JUNE 12, 2026 @ 3:00PM (LOCAL TIME)

SECTION	TITLE	PAGE
	Legal Advertisement	2
1.	Special Terms and Conditions	3
2.	Technical Specifications and Statement of Work	18
3.	Pricing Schedule	24

INSTRUCTIONS

This Invitation to Bid is available on the OpenGov e-procurement platform at https://procurement.opengov.com/signup and the City's Purchasing webpage at www.pbgfl.gov/procurement. All addenda, changes, and any additional information will be released through these portals.

Bids must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 12, 2026, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at www.pbgfl.gov/procurement.

It is the responsibility of the contractor to ensure all relevant information is included in its response. All contractors are advised to carefully examine the requirements of this Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the e-procurement platform.

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at www.pbgfl.gov/procurement. By submitting a bid to this Invitation to Bid, the contractor agrees to be bound by the City's General Terms and Conditions.

City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

ITB2026-180PW
STREET SWEEPING SERVICES

The City of Palm Beach Gardens, Florida, is soliciting sealed bids from qualified and experienced contractors to provide mechanical and/or regenerative-air street sweeping services for public roadways, designated parking lots, and other paved municipal areas. Services include routine scheduled sweeping, special event support, and emergency response sweeping following storms or declared emergencies. Contractors must demonstrate proven experience in street-sweeping services, and possess the necessary equipment, staffing, and expertise to respond promptly and effectively to the City's needs.

The Invitation to Bid is available on the OpenGov e-procurement platform at https://procurement.opengov.com/signup. The City will release all addenda, changes, and any additional information through this e-procurement platform, and the City's Purchasing webpage at www.pbgfl.gov/procurement. Offers must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 12, 2026, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at www.pbgfl.gov/procurement.

It is the responsibility of the contractor to ensure all relevant information is included in its offer. All contractors are advised to carefully examine the requirements of the Invitation to Bid. Any questions regarding the completeness or substance of the requirements must be submitted in writing via the e-procurement platform.

The City of Palm Beach Gardens reserves the right to accept or reject any or all responses, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms and conditions it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Sunday, May 17, 2026

SECTION 1
SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this solicitation is for the City to contract with a qualified and experienced contractor to procure mechanical and/or regenerative air street sweeping services for public roadways, designated parking lots, and other paved municipal areas.

Services include routine scheduled sweeping, special event support, and emergency response sweeping following storms or declared emergencies.

The estimated annual budget for the work described in this Invitation to Bid is $135,000.

ESTIMATED PROCUREMENT SCHEDULE

Event	Date
Invitation to Bid Advertised	Sunday, May 17, 2026
Pre-Bid Conference	N/A
Due Date and Time for Bids	Friday, June 12, 2026 @ 3:00PM
Evaluation Process Begins	June 2026
Evaluation Process Ends	July 2026
Award of Contract	August/September 2026

1.2 CONTRACT TERM – FIXED TERM (5 YEARS)

The contract will begin on the effective date of the fully executed Agreement and will remain in effect for a period of five (5) years, provided all required bid documents have been completed and submitted. The contract will expire on the last day of the final month of the 5-year term.

1.3 OPTION TO RENEW

Intentionally Omitted

1.4 METHOD OF AWARD: AWARD TO SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE

The City will award the entire contract to the responsive and responsible bidder who submits a complete offer for all items listed, with the lowest total aggregate price. Failure to submit pricing for all items may result in rejection of the offer.

1.5 FIXED PRICING

If awarded a contract under this solicitation, the vendor agrees that all prices shall remain fixed and firm for the entire contract term, unless otherwise provided for in the contract through an approved price adjustment clause.

1.6 GENERAL ELIGIBILITY REQUIREMENTS FOR AWARD

To be eligible for contract award, vendors must meet the following conditions:

- No delinquent debts to the City of Palm Beach Gardens or any other governmental agency.
- Regularly engaged in providing the goods or services requested.
- Financially capable of performing the contract.
- Able to meet the required delivery or performance schedule.

- A record of satisfactory past performance. Vendors who are or have been deficient in current or recent contract performance shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- Satisfactory current performance on other City contracts, if applicable.
- A record of integrity and ethical business practices.
- Properly licensed for the required work.
- No prior violations or unresolved regulatory investigations; and
- Otherwise, qualified and legally eligible for award under applicable laws and regulations.

1.7 CERTIFICATIONS

At the time of submission of its offer, the bidder must hold applicable valid certificates of competency or licenses issued by the appropriate state or county examining board, qualifying the bidder to perform the proposed work.

If any work requires subcontractors in other trades, the bidder must also submit valid certificates of competency or licenses for each subcontractor. However, the City may, at its sole discretion and in its best interest, allow submission of subcontractor certifications during the bid evaluation period.

1.8 INSURANCE

The contractor shall not commence any work under the contract until the City has received and approved all required certificates of insurance.

A. GENERAL REQUIREMENTS

- All insurance policies must be issued by companies authorized, licensed, and registered to conduct business in the State of Florida and rated B+ or higher by the latest edition of A.M. Best's Insurance Guide.
- Certificates of Insurance must:
  - Name the City of Palm Beach Gardens as an additional insured on General Liability, Auto Liability, and Umbrella/Excess policies.
  - Include a clause requiring 30 days' prior written notice to the City of cancellation, non-renewal, or material change in coverage.
  - Be submitted within ten (10) calendar days of award and prior to the start of any work.
  - Be renewed and resubmitted to the City upon expiration.
- Acceptance of insurance certificates by the City does not waive the contractor's obligation to provide coverage meeting the full requirements of the contract.
- All deductibles and self-insured retentions are subject to City approval.
- The City reserves the right to reject any claimed exemption from Workers Compensation coverage.

B. REQUIRED COVERAGE

The contractor shall maintain the following minimum coverage at all times during the term of the contract:

- Workers' Compensation
  - Statutory Florida requirements

- Employer's Liability:
  - $100,000 each accident
  - $500,000 disease policy limit
  - $100,000 disease each employee

- Commercial General Liability
  - Minimum limits of $1,000,000 per occurrence, including:
  - Products and Completed Operations
  - Personal and Advertising Injury
  - Pollution/Environmental Liability
  - Contractual Liability
  - The City must be listed as additional insured

- Umbrella/Excess Liability
  - Minimum: $1,000,000

- Automobile Liability
  - Minimum:2,000,000
  - Must cover:
    - Owned, hired, non-owed auto

- Umbrella/Excess Liability (if needed)
  - May be used to supplement General Liability and Auto Liability to satisfy minimum limit requirements.
  - Must provide coverage at least as broad as the underlying policies.

C. SUBCONTRACTORS

The contractor shall ensure that all subcontractors maintain insurance that meets or exceeds these requirements. The contractor shall be responsible for verifying and obtaining copies of all subcontractor certificates of insurance and providing them to the City upon request.

1.9 METHOD OF PAYMENT: PERIODIC INVOICING FOR COMPLETED WORK

For recurring or periodic purchases, the contractor shall invoice the City after each completed work or project. Invoices must also be dated within thirty (30) calendar days of completion and may not precede the completion date and the City's acceptance of the work.

INVOICE REQUIREMENTS

- All invoices must include:
- Contractor's name and address
- Invoice number and date
- Description of goods or services
- Contract and purchase order numbers
- Any applicable discounts

PAYMENT METHOD AND TERMS

The City prioritizes prompt and efficient payment and requires vendors to accept payment via wire transfer, ACH (direct deposit), or other approved electronic methods. The City discourages payment by paper check and intends to discontinue doing so.

Payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon receipt of a proper invoice.

1.10 EXAMINATION OF PROJECT SITES

Prior to submitting an offer, bidders are strongly encouraged to visit the project sites and inspect any existing facilities, equipment, or conditions that may affect the scope, cost, or performance of the work. Bidders should also carefully review all drawings, specifications, and other relevant documents to ensure full understanding of the requirements.

Failure to examine the site, equipment, or contract documents will not relieve the bidder of any obligations under the contract, nor will it constitute grounds for additional compensation.
To schedule a site visit, please contact the City department representative at:

Daniel Widdick, Operations Manager, Streets and Stormwater
561.804.7044
dwiddick@pbgfl.gov

1.11 PERFORMANCE OF WORK

The contractor shall perform work in a professional manner and to the highest industry standards for this specific type of work. The contractor shall at all times be cognizant of the need to abide and adhere to all applicable occupational safety and health rules and regulations. No section of the work may be performed by the contractor or a subcontractor of the contractor unless such person has the experience, equipment, knowledge, and resources to perform the work safely and properly. The City shall have the right, without penalty, to stop any task or aspect of work if the City believes, in its professional opinion, that the execution of the work is improper in any manner.

RESPONSE TIME: TWO HOURS

On a 24- hour basis, the contractor may be required to travel to the site immediately to meet with City staff, law enforcement, or emergency personnel to resolve an emergency or urgent situation. The bidder shall have the ability and resources to respond to the City's request and be on site within two hours of notification by the City.

FAILURE TO PERFORM WORK: FINANCIAL CONSEQUENCES

At the City's sole discretion, the City may apply the following financial consequences to the contractor for failure to perform any aspect of the services established in the street sweeping schedule.

For each occurrence and each subsequent failure to perform street sweeping services based on the Schedule, the City shall have the right to charge the contractor as follows:

First Failure:	$200
Second Failure:	$300
Third Failure:	$500 per incident; and the same amount for any subsequent incidents.

The City shall have the right to deduct the applicable amounts from any invoice due to the contractor or to invoice the contractor for the amounts due for payment.

1.12 ADDITIONAL LOCATIONS

While specific types of work or locations may be identified in this solicitation and the contract, the City reserves the right to add other work or locations for similar services. When required by the contract's pricing structure, the contractor will be invited to submit quotes for servicing the additional locations. If the pricing is deemed fair and reasonable, the City may award the additional work/locations to the current contractor.

Additional work and locations may be added through formal contract modification or a change order to the purchase order. If acceptable pricing is not obtained — or at the City's sole discretion — the City may seek quotes from non-contract vendors.

1.13 IDENTIFICATION OF SUBCONTRACTORS

Bidders must identify any subcontractors they intend to use to perform the work, including each subcontractor's experience, capabilities, and the specific work they will perform. The City will evaluate subcontractor qualifications when considering the award. If not provided with the bid, the City may allow submission during the evaluation period if deemed in the City's interest.

1.14 PAYMENT AND PERFORMANCE BONDS

Prior to the performance of any work under this contract, the City may require a payment and/or performance bond for such work based on the unique factors and specifications of each project or if the cost to perform the work exceeds $200,000. Before commencing any work, the contractor must provide the City with the performance and payment bonds in accordance with Florida law and the following terms:

BOND AMOUNT AND DEADLINE:
The contractor shall submit the performance and payment bonds in an amount equal to 110% of the estimated total project price, payable to the City, within ten (10) calendar days after receipt of the purchase order.

SURETY REQUIREMENTS:

- Bonds must be issued by a surety company:
- Authorized to conduct business in Florida.
- Of recognized financial standing; and
- With a Florida-licensed resident agent.

Bonds must identify the registered agent for service of process in Florida. No bond may be canceled, modified, or terminated without 30 days' prior written notice to the City.

ALTERNATE SECURITY:
In lieu of a performance bond, the contractor may provide a Letter of Credit, in a form and from a bank acceptable to the City, issued in the City's favor.

NO LIMITATION OF LIABILITY:
The bond amount shall not be construed as liquidated damages or as a limit on the contractor's liability for a material breach of the Agreement.

FAILURE TO SUBMIT BONDS:
Failure to submit required bonds within the specified time (including any approved extensions) shall constitute default. The City may disqualify the contractor from submitting offers for any future City projects for a period of not less than one (1) year following such default.

1.15 RELEASE OF CLAIM REQUIRED

In accordance with Section 255.05, Florida Statutes, the contractor shall pay all subcontractors and suppliers within ten (10) days of receiving each partial payment from the City, except for the first payment. Payments must reflect the proportionate share of work completed.
For each partial payment after the first, the contractor must submit to the City's project manager executed affidavits or releases of claim from all subcontractors and suppliers confirming they have been paid their proportionate share of all previous payments. If such documentation cannot be provided, the contractor may submit a consent of surety to requisition payment, identifying unpaid subcontractors or suppliers and amounts due. Failure to provide either the affidavits or the consent of surety may result in the City withholding the disputed amount until resolved.

1.16 COMPLIANCE AND CONDUCT

The contractor shall at all times comply with all applicable laws, ordinances, rules, and regulations of the City and any other governmental authority with jurisdiction. The contractor shall conduct all activities safely, professionally, and responsibly, taking all necessary precautions to protect its employees, agents, members, visitors, and participants.

By entering into this contract, the contractor affirms compliance with Section 448.095, Florida Statutes, regarding Employment Eligibility. This includes, but is not limited to:

- Using the E-Verify system to confirm the work authorization status of all newly hired employees; and

- Requiring all subcontractors to provide an affidavit stating they do not employ, contract with, or subcontract with any unauthorized alien.

Failure to comply with this section shall result in the immediate termination of the contract. If any subcontractor is found to be in violation, the contractor must immediately terminate that subcontractor.

1.17 SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the contractor to complete or sign any additional forms or documents related to this Agreement, the terms and conditions of this Agreement shall control and take precedence over any conflicting or inconsistent provisions in the contractor's documents. In the event of a conflict between this Agreement and any attachments or exhibits, the terms of this Agreement shall prevail.

1.18 FAILURE TO PERFORM OR COMPLETE WORK

Should the contractor fail to perform satisfactorily or complete any aspect of the work in a timely manner, and within the schedule established by the City, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the contractor and secure the services of another contractor to perform the work. If the City exercises this authority, the City shall be responsible for paying the contractor for any work that was completed and accepted in accordance with the contract specifications.

The City may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price, which were incurred by the City, as a result of having to secure the services of another contractor to perform the work.

1.20 FORCE MAJEURE

The City and the contractor shall be excused from performance under the contract when, and to the extent, performance is delayed or prevented by events beyond their reasonable control. Such events include, but are not limited to fire, flood, explosion, strike or other labor dispute, pandemic, natural disaster, public emergency, war, riot, civil unrest, malicious damage, acts or omissions of governmental authorities, or shortages or failures of transportation, equipment, or public utilities necessary for performance.

The following conditions shall apply:

- The non-performing party must promptly notify the other party in writing, describing the nature of the force majeure event and its expected duration, and must provide timely updates during the period of delay.
- The suspension of performance shall be limited to the scope and duration required by the force majeure event.
- Obligations that arose prior to the force majeure event remain enforceable and are not excused.
- The non-performing party must use its best efforts to resume performance as soon as possible.

Performance shall not be excused for more than two (2) months unless the City, at its sole discretion, grants an extension due to extenuating circumstances. Economic hardship alone does not constitute a force majeure event.

The term of this contract shall be extended automatically by the length of any excused delay under this section.

1.21 PUBLIC RECORDS

Pursuant to Chapter 119, Florida Statutes, the contractor shall comply with Florida's public records law by keeping and maintaining public records required by the City of Palm Beach Gardens to perform the contract.

Upon request from the City's custodian of public records, the contractor shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, and at a cost that does not exceed the limits set by Chapter 119, Florida Statutes, or other applicable law.

The contractor shall ensure that all public records identified as exempt or confidential under Florida law are not disclosed except as permitted by law, both during the term of the contract and after its completion.

Upon completion of the contract, the contractor shall, at no cost to the City, either:

- Transfer all public records related to the contract to the City, and destroy any duplicate records that are exempt or confidential; or
- Retain the records in compliance with all applicable public records retention requirements.

All electronically stored records must be provided to the City, upon request, in a format compatible with the City's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER 561.799.4122, EMAIL ADDRESS: PSNIDER@PBGFL.GOV.

1.22 USE OF CONTRACT

Although the contract is intended to primarily support the City's operations during non-emergency events, the City reserves the right to obtain relevant goods or services from the contractor, subject to the existing terms and conditions, for use during hurricane and disaster events or emergencies.

1.23 CONTRACTOR CONDUCT

The contractor shall at all times conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the occupants of buildings, and to ensure the protection of people and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work site shall be kept accessible for fire-fighting equipment at all times.

1.24 PROTECTION

The contractor shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items must be removed during the performance of the work, it shall be the contractor's responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

1.25 DAMAGE AND INJURY

The contractor is responsible for any damage that occurs to any property, personal or real, as a result of performing any work under this contract . The contractor shall be responsible for repairing, or making full restitution, for any damage to real property and/or personal property, specifically including motor vehicles, that occurs as a result of performing any work under this contract. All such repairs shall restore the damaged property to the same as original condition or better. Full restitution shall mean fully compensating the injured party for the damage to property, including any diminution in value to the subject property. The contractor shall be responsible and liable for injury to any life or property during the course of performing the services.

1.26 LEGAL REQUIREMENTS

The contractor shall be solely and completely responsible for fully complying with all applicable federal, state and local laws and regulations. No work shall be performed in any manner that is dangerous or reckless. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the work being performed.

1.27 SAFETY AND PROTECTION

The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other people, including but not limited to, the general public who may be affected thereby. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to the City, and all costs associated for ensuring such safety are the responsibility of the contractor.

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the services by the City.

1.28 PRIVATE COMMUNITIES

The contractor understands and agrees that any private community in Palm Beach Gardens, with the written permission of the City, may access the contract resultant from this solicitation and purchase street cleaning/sweeping services from the contractor at the same prices and rates offered to the City.

The City shall not be liable or considered a third-party to any agreement between the contractor and such communities.

1.29 REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this contract.

The contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. DEFINITIONS

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

B. ANTI DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contractor office, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract contractor. The contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor contractor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. COMPLIANCE COPELAND ANTI-KICKBACK ACT

(1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor lower tier subcontractor with all of these Contract clauses.

(3) Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§ 5.12.

D. WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Palm Beach Gardens shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime subcontractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontract the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractor to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

G. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

(3) This certification is a material representation of fact relied upon by the City of Palm Beach Gardens. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Palm Beach Gardens, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The contractor must review and agree to the Certification Regarding Lobbying.

I. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule.

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

J. ACCESS TO RECORDS

The following access to records requirements applies to this Contract:

(1) The contractor agrees to provide the City of Palm Beach Gardens, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

K. DISASTER RESPONSE SERVICES (DRS) SEAL, LOGO, AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre approval.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION 2
TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK

2.1 PROJECT SCOPE

The City of Palm Beach Gardens ("City") seeks bids from qualified contractors to provide street and parking lot sweeping services. The contractor shall furnish all labor, supervision, equipment, materials, fuel, water, transportation, and incidentals necessary to perform the services described in this Invitation to Bid.

The locations to be serviced are identified in Appendix A of this Section, and Exhibit A – Street Sweeping Locations and Areas, attached to this solicitation.

The estimated service quantities are as follows:

i. Approximately 129 curb miles of State and County major arterial roads, swept one time per month.
ii. Approximately 36 curb miles of City-owned minor arterial roads, swept twice per month.
iii. 15 City-owned parking lots, swept twice per month.

The State, County, and City facilities may require different types or sizes of equipment. Pricing shall therefore be submitted under the following Groups:

Group A – Major Streets (State and County Roads)
Pricing shall be based on curb miles swept.

Group B – Minor Streets (City-Owned Roads)
Pricing shall be based on curb miles swept.

Group C – Parks/Parking Lots
Pricing shall be based on a per-cleaning rate for each parking lot.

The quantities stated above are estimates provided for bidding purposes only and do not guarantee actual volume.

2.2 SWEEPING FREQUENCY

The contractor shall perform sweeping services in accordance with the schedule set forth in Appendix A unless the City provides prior written authorization for a deviation.

The City will not pay for sweeping performed outside the approved schedule without prior written authorization.

The City reserves the right to add or delete streets, curb miles, parking lots, or adjust service frequency during the term of the contract upon reasonable notice to the contractor. Added services shall be compensated at the contract unit prices.

2.3 STORAGE OF EQUIPMENT

The contractor shall provide and maintain its own facilities for storage of sweepers, brooms, tires, fuel, oil, water, and other required supplies. The City will not provide storage space for the contractor's equipment or materials.

2.4 OPERATING SPEED

The contractor shall operate sweepers at a speed between 4 and 5 miles per hour while sweeping, unless the contractor demonstrates to the City's satisfaction that a higher operating speed achieves equal or better cleaning results without compromising quality.

2.5 TECHNICAL REQUIREMENTS AND PERFORMANCE STANDARDS

SITE INSPECTION

Bidders are responsible for visiting and inspecting the streets and parking lots listed in Appendix A, and Exhibit A to assess site conditions and varying degrees of difficulty. Unit prices shall apply regardless of surface condition, layout complexity, or degree of difficulty.

EQUIPMENT REQUIREMENTS

The contractor shall provide industrial or municipal-grade sweepers with sufficient debris capacity to complete assigned routes efficiently. All sweepers shall:

i. Be equipped with an operational water spray system for dust control (water shall be supplied at the contractor's expense).
ii. Not perform dry sweeping unless specifically authorized in writing by the City.
iii. Maintain adequate air gap protection to prevent cross-contamination of the City's potable water system.
iv. Comply with all applicable federal, state, and local laws and regulations.
v. Be maintained in good working order at all times.

If the City determines that any equipment operates inefficiently, creates excessive dust or noise, or otherwise disturbs the public, the contractor shall promptly remove and replace the equipment.

Equipment breakdowns shall not relieve the contractor of its obligation to complete scheduled services. The contractor shall provide backup equipment as necessary to maintain the required schedule.

DEBRIS REMOVAL AND DISPOSAL

The contractor shall remove, transport, and dispose of all collected debris in accordance with applicable local, county, and state laws and regulations. The contractor is responsible for all transportation costs and disposal or tipping fees.

PERFORMANCE STANDARDS

The contractor shall remove, in a single pass where feasible, all sand, grass, leaves, litter, glass, and other visible debris from the roadway surface and curb line in accordance with accepted municipal sweeping standards.

A satisfactory result is defined as:

i. A clean curb line; and
ii. A roadway surface free of visible sand, grass, litter, and debris.

If the City determines that an area does not meet the required standard, the contractor shall re-sweep the area within 24 hours of notification at no additional cost to the City.

HAZARDOUS CONDITIONS

The contractor shall immediately notify the City upon observing hazardous conditions, spills, or suspicious materials encountered during sweeping operations.

2.6 HOLIDAYS

For purposes of this contract, a holiday is any day officially observed as a holiday by the City. If a scheduled route falls on a City holiday, the contractor shall complete the route on the next business day. The contractor shall provide additional equipment or staffing as necessary to remain on schedule. All holiday-related adjustments shall be made at no additional cost to the City.

2.7 CONTRACT ADMINISTRATION MEETINGS

The contractor shall attend monthly meetings at a City-designated location to review performance, compliance with contract requirements, service levels, safety concerns, and operational issues. The City will establish the meeting dates and times.

2.8 HOURS OF OPERATION

The contractor shall perform scheduled sweeping only during the following hours unless otherwise authorized in writing by the City:

i. Day routes: 8:00 AM to 5:00 PM
ii. Night routes: 11:00 PM to 6:00 AM

The contractor shall not perform sweeping on weekends or City holidays without prior written authorization.

2.9 FEMA COMPLIANCE

This contract incorporates all applicable FEMA-required provisions to ensure eligibility for federal cost reimbursement. The contractor shall maintain complete records, documentation, and cost data consistent with 2 C.F.R. Part 200 requirements for federal grant compliance.

APPENDIX "A"

STREET SWEEPING LOCATIONS AND AREAS

GROUP A

MAJOR STREETS
FREQUENCY: TWICE PER MONTH

ITEM	LOCATION	FROM – TO	EST. MILES	CURBED	HOURS
1	PGA Boulevard (FDOT)	Ryder Cup Blvd – US1	22.8	Yes	Daytime
2	Military Trail (FDOT)	Investment Lane - PGA	10.8	Yes	Daytime
3	Alternate AIA (FDOT)	Lighthouse Drive - Donald Ross Road	18.28	Yes	Daytime
4	Central Boulevard (County)	PGA - Donald Ross Road	13.16	Yes	Daytime
5	Jog Road (County)	PGA Blvd - Donald Ross Road	4.94	Yes	Daytime
6	Military Trail (County)	PGA - Donald Ross Road	12.00	Yes	Daytime
7	Northlake Boulevard (County)	Beeline - Congress Avenue; Oldham Way – Panther Natl Blvd	28.1	Yes	Daytime
8	Prosperity Farms Road (County)	Allamanda Drive - Gardens Parkway	1.30	Yes	Daytime
9	RCA Boulevard (County)	Northcorp Parkway - Prosperity Farms Road	1.56	Yes	Daytime
10	Hood Road (County)	Jog Road - Prosperity Farms Road	8.98	Yes	Daytime
11	Donald Ross Road (County)	Central Blvd - Prosperity Farm Road. (east bound traffic only)	7.12	Yes	Daytime
TOTAL MILES: 129.04 (129) miles					

GROUP B

MINOR STREETS
FREQUENCY: TWICE PER MONTH
NOTE: Item 3 – Twice per Month, East-Side Curb Only

ITEM	LOCATION	FROM – TO	EST. MILES	MEDIAN CURB	HOURS
1	Sunset Drive (PBG)	Northlake Blvd - Cul-de-sac	.50	None	Daytime
2	Holly Drive (PBG)	Military Trail to Riverside Drive	.89	Only Medians	Daytime
3	Holly Drive (PBG)	Ironwood Road - Lighthouse Drive	.39	None	Daytime
4	Burns Road (PBG)	Military Trail - Prosperity Farms Road	4.63	Yes	Daytime
5	Kyoto Gardens Avenue	Fairchild Gardens Avenue – Military Trail N	3.96	Yes	Daytime
6	Fairchild Avenue	RCA - Valencia Gardens Avenue	4.32	Yes	Daytime
7	Mac Arthur Blvd (PBG)	Northlake Blvd - Lighthouse Drive	2.64	Yes	Daytime
8	Gardens East Drive (PBG)	Burns Road - RCA Blvd	3.04	Yes	Daytime
9	Gardens Pkwy	Alt AIA - Prosperity Farms Road	6.2	Yes	Daytime
10	Kew Gardens Avenue (PBG)	Gardens Pkwy - PGA	1.28	Yes	Daytime
11	Minsk Gardens (PBG)	Kew Gardens - PGA	.22	None	Daytime
12	Fairchild Avenue (PBG)	Fairchild Gardens Avenue - Campus Drive	1.48	Only Medians	Daytime
13	Lake Victoria Gardens (PBG)	Kyoto Gardens Drive - Alt AIA	1.2	None	Daytime
14	Valencia Gardens Avenue (PBG)	Gardens Pkwy - Gardens Parkway	1.43	None	Daytime
15	Riverside Drive	Burns Road - Northcorp Parkway	.23	None	Daytime
16	Northcorp Pkwy (PBG)	RCA Blvd - E Park Dr	1.2	None	Daytime
17	Allamanda Drive	Burns Road - Allamanda Lane	.14	None	Daytime
18	Allamanda Lane	Allamanda Drive- Prosperity Farms Road	.22	None	Daytime

19	Sandhill Crane dr	Northlake Blvd – Avenir Dr	2.22	Yes	Daytime
TOTAL MILES: 36.19 (36) miles					

GROUP C

PARKS & PARKING LOTS
FREQUENCY: ONCE PER WEEK

ITEM	LOCATION	MAINTENANCE AREA	EST AREA (SQ. YD.)	HOURS
1	Lilac Park	Parking Area/ 4175 Lilac Street	2500	Nighttime
2	Gardens Park	Access Road and Parking Area/ 1 Ryder Cup Blvd	6,600	Nighttime
3	Mirasol Park	Access Road and Parking Lot/ 12385 Jog Road	5,500	Nighttime
4	Tennis and Pickleball Center	Parking Area/ 5110, 117th Ct N	9,883	Nighttime
5	Joe Russo Park	Parking Area/	6,270	Nighttime
6	Oaks Park	Parking Area/ Gardens East Drive	1,500	Nighttime
7	Lakeside Complex	Access Road and Parking Lot/ 10410 N. Military Trail	3,240	Nighttime
8	Burns Road Community Center	Access Road and Parking Lot/ 4404 Burns Rd	13,768	Nighttime
9	Lake Catherine Sports Complex	Parking Area/ 9470 MacArthur Blvd	4,300	Nighttime
10	Roller Hockey Park	Parking Area	TBD	Nighttime
11	Plant Drive Park	Access Road and Parking/ 10113 Plant Drive	TBD	Nighttime
12	Riverside Youth Enrichment Center	Parking Area/ 10170 Riverside Drive	1,400	Nighttime
13	City Hall/Police Department	Areas 2, 3, 4 and 5 (please attached map)	12,900	Nighttime
14	Gardens North County District Park	Areas 1, 2, 3, 4 and 5 (please see attached map)	14,600	Nighttime
15	Sandhill Crane Golf Club	Parking Area	7,300	Nighttime
	The Nest	Parking Area	11,017	Nighttime

SECTION 3
PRICING SCHEDULE

3.1 PRICES AND RATES

Bidders must complete the online Pricing Schedule on the electronic bidding portal at OpenGov.

If the Pricing Schedule is submitted as an uploaded PDF, the City reserves the right to deem the bidder non-responsive.

3.2 REQUIRED SUBMITTALS

Please upload all other information as PDFs.

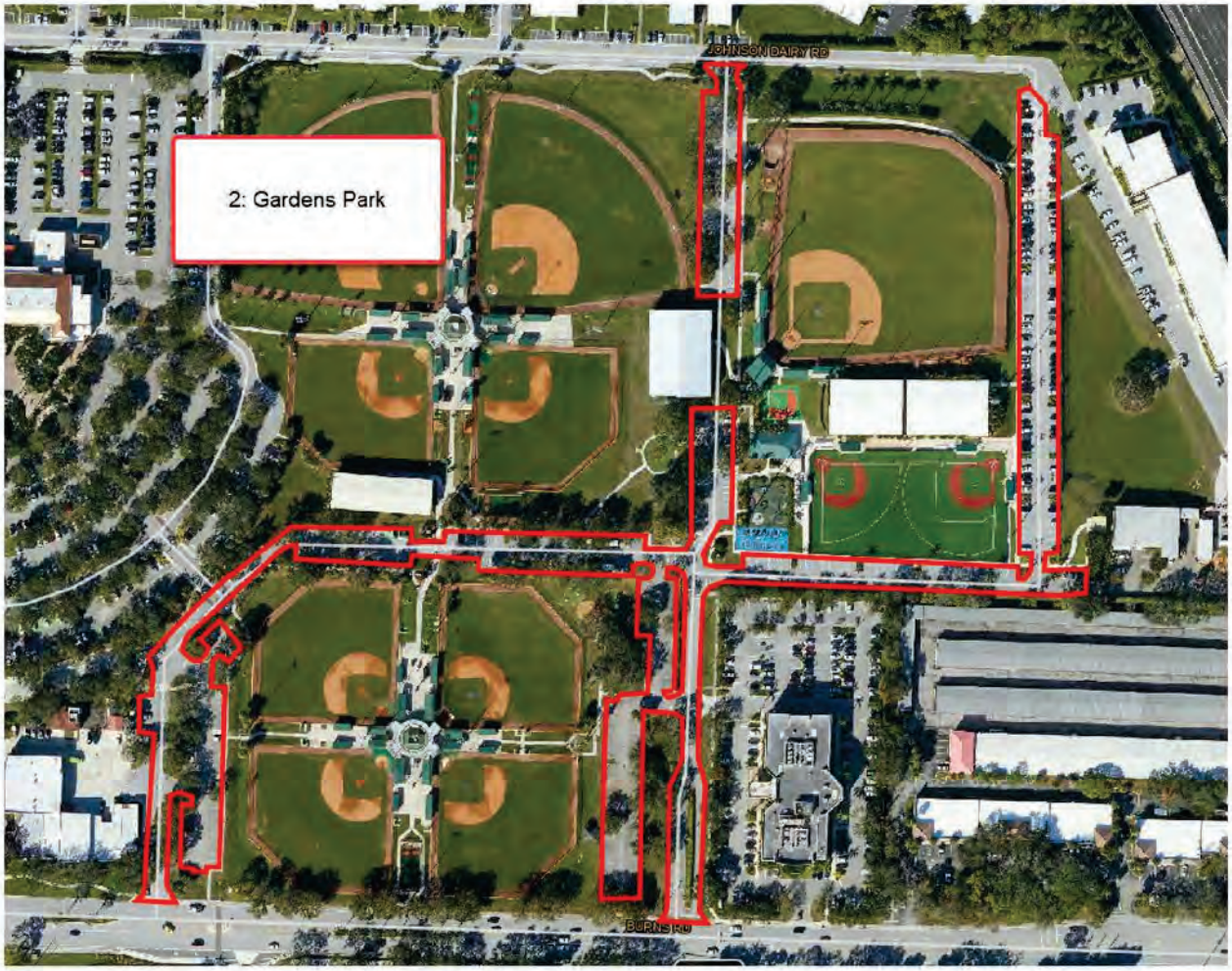
a. Copies of certifications and any applicable licenses.

b. Subcontractor listing/information, if applicable.

c. Information on experience, staffing, equipment, etc.

ITB2026-180PW
EXHIBIT A

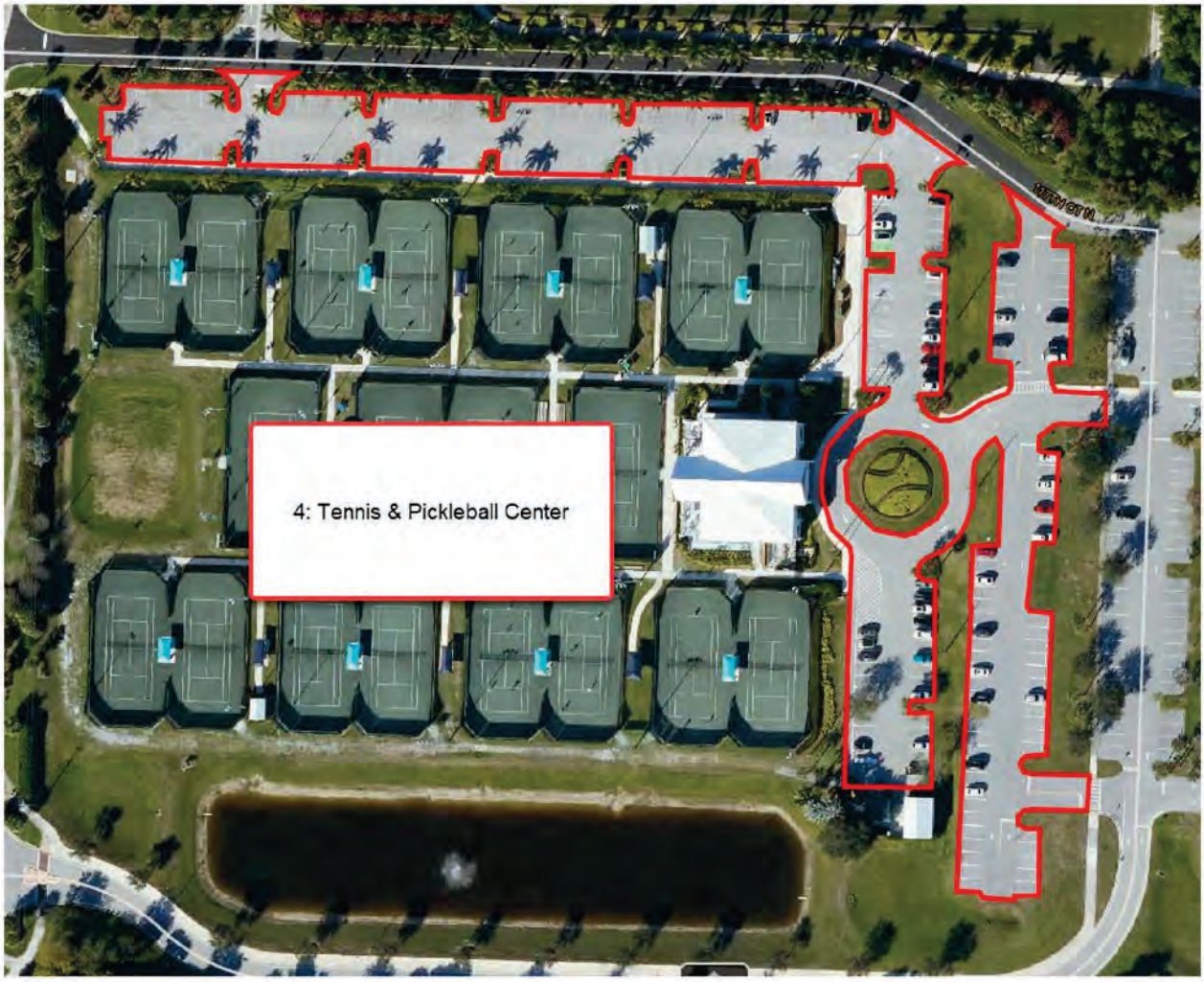



2: Gardens Park
JOHNSON DAIRY RD
BURNS RD

ITB2026-180PW
EXHIBIT A



ITB2026-180PW
EXHIBIT A




5: Joe Russo Park
N 15TH WAY


GARDENS EAST DR
6: Oaks Park


7: Lakeside Complex
MILITARY TRL

ITB2026-180PW
EXHIBIT A

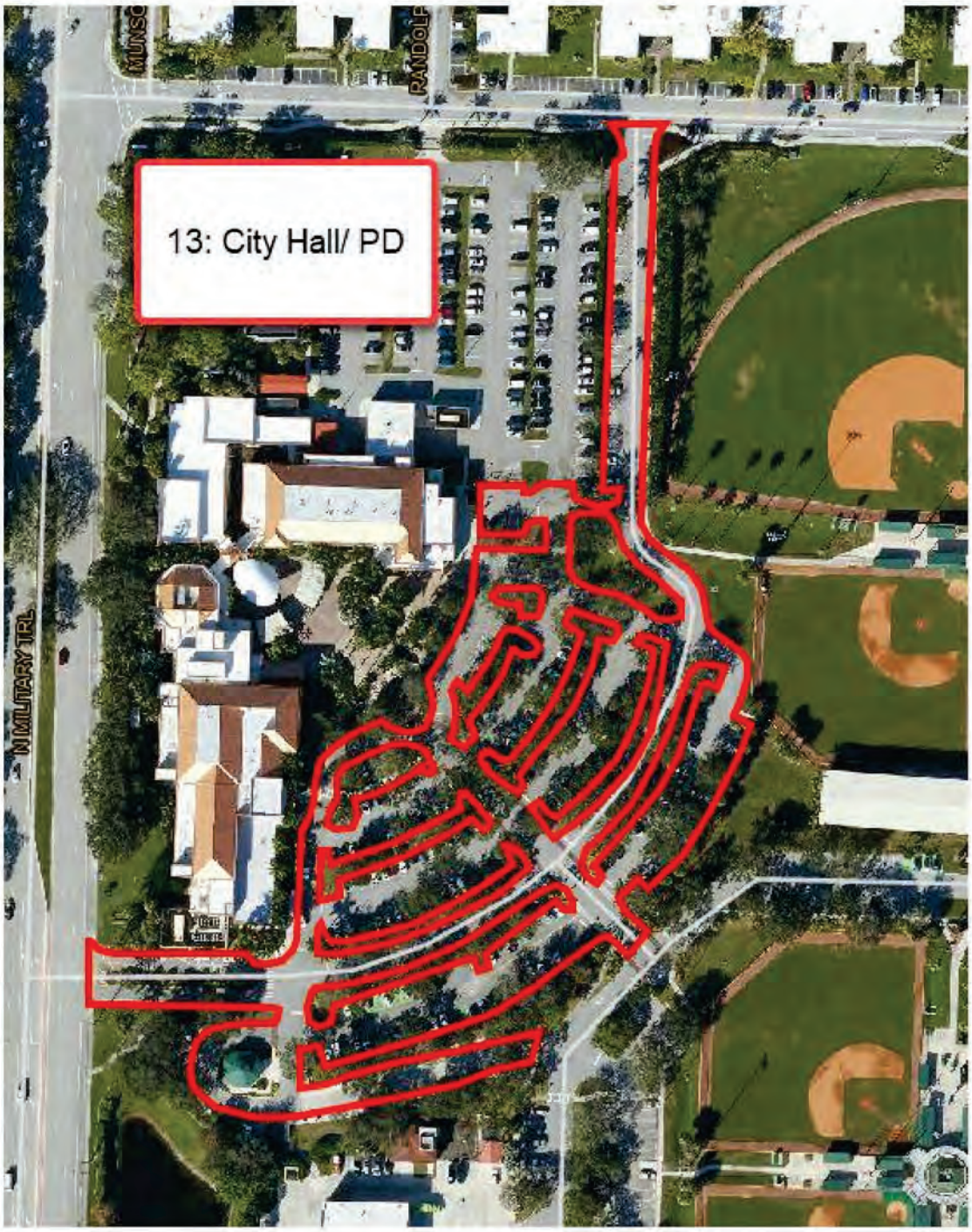



GDALE CT
SUNTERRACE CT
MACARTHUR BLVD
9: Lake Catherine
Sports Complex

ITB2026-180PW
EXHIBIT A



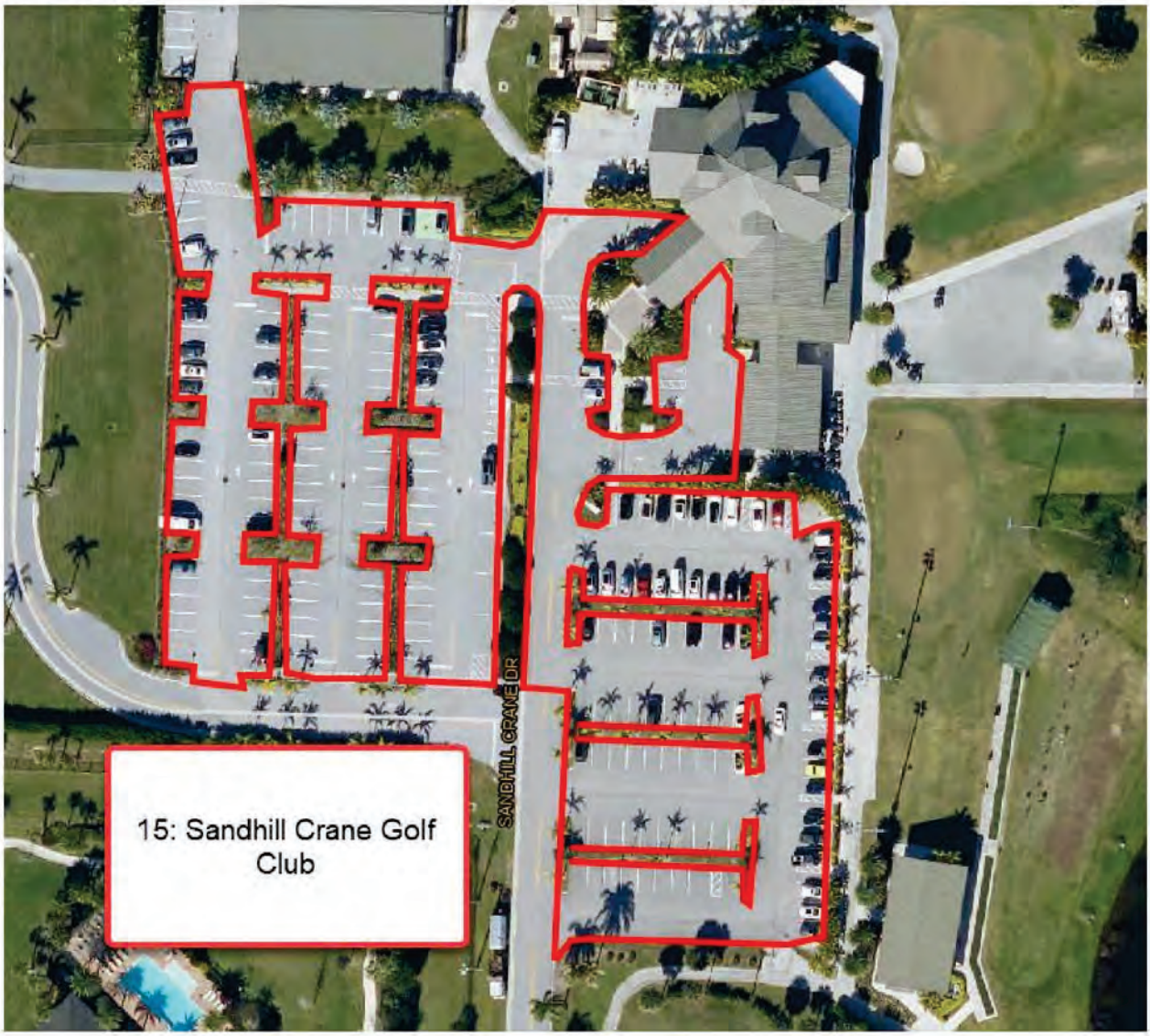
ITB2026-180PW
EXHIBIT A



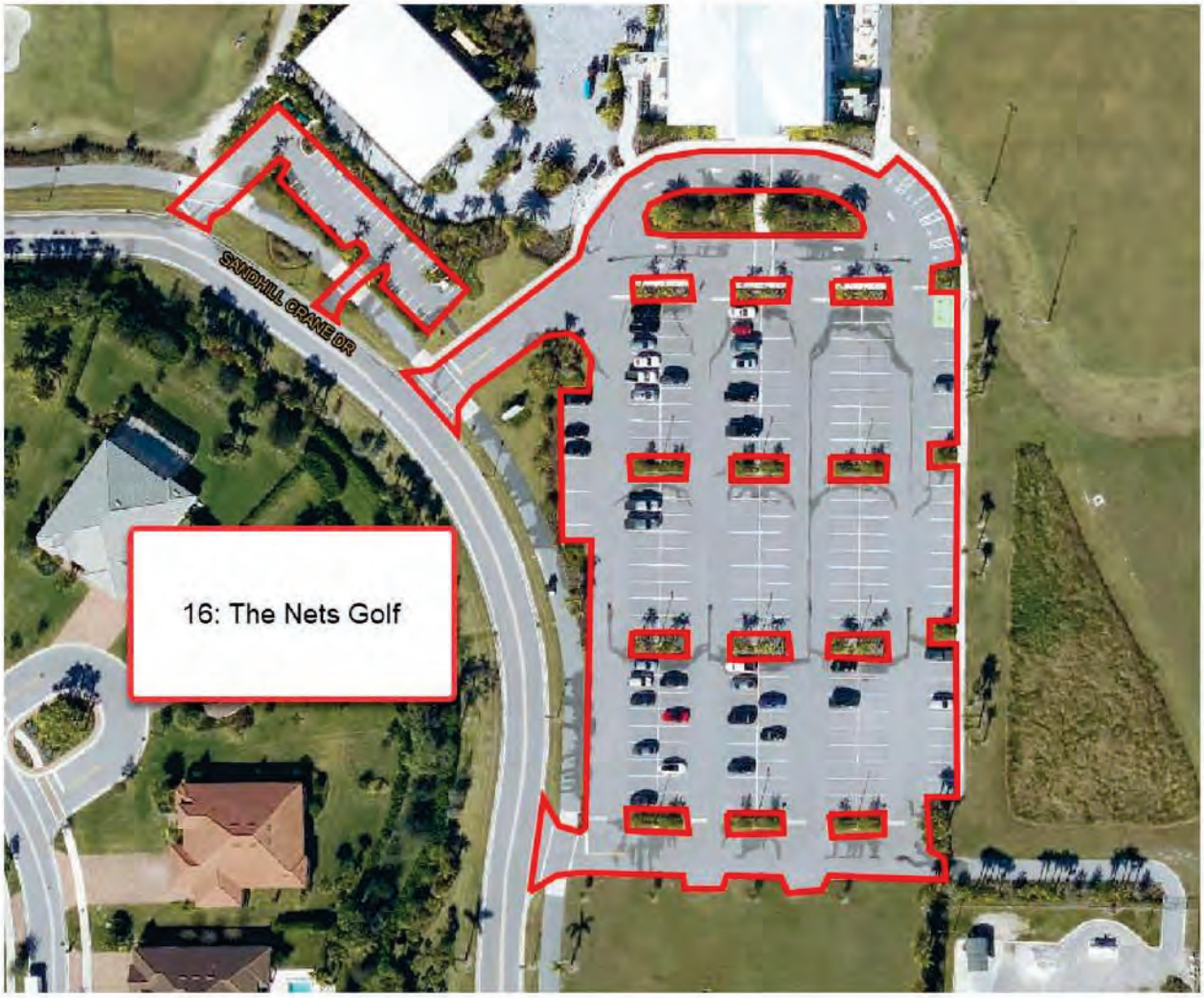
ITB2026-180PW
EXHIBIT A



ITB2026-180PW
EXHIBIT A



ITB2026-180PW
EXHIBIT A



City of Palm Beach Gardens
Procurement Management Office
Km! Ra, Chief Procurement Officer
10500 N Military Trl, Palm Beach Gardens, FL 33410

[INTERNATIONAL SWEEPING INC. DBA FACILITIES PRO-SWEEP] RESPONSE DOCUMENT REPORT

GEN No. ITB2026-180PW

Street Sweeping Services

RESPONSE DEADLINE: June 12, 2026 at 3:00 pm

Report Generated: Friday, June 12, 2026

International Sweeping Inc. dba Facilities Pro-Sweep Response

CONTACT INFORMATION

Company:
International Sweeping Inc. dba Facilities Pro-Sweep

Email:
servicewpb@facilitiespro-sweep.com

Contact:
John Lopes

Address:
2771 N. Vista Parkway
Suite F11
West Palm Beach, FL 33411

Phone:
(561) 616-6363

Website:
N/A

Submission Date:
Jun 11, 2026 2:06 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 11, 2026 12:59 PM by john lopes

Addendum #2
Confirmed Jun 11, 2026 12:59 PM by john lopes

Addendum #3
Confirmed Jun 11, 2026 12:59 PM by john lopes

Addendum #4
Confirmed Jun 11, 2026 12:59 PM by john lopes

QUESTIONNAIRE

1. Respondent Submittals (without Cost)*
Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

West_Palm_Beach_Fleet_(4).png
West_Palm_Beach_Fleet_(10).png
PBG_Ref._Pro_Sweep.pdf
FDOT_REFERENCE_2024.pdf
PDF_COVER_PAGE_INTERNATIONAL.pdf
BID_COVER_PAGE.pdf
CCF_001463.pdf

2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A	GROUP A - MAJOR STREETS	1	NOT APPLICABLE	$0.00	$0.00
1	PGA Boulevard	22.8	MILES	$26.58	$606.024
2	Military Trail	10.8	MILES	$26.58	$287.064
3	Alternate A1A	18.28	MILES	$26.58	$485.8824
4	Central Boulevard	13.16	MILES	$26.58	$349.7928
5	Jog Road	4.94	MILES	$26.58	$131.3052
6	Military Trail	12	MILES	$26.58	$318.96
7	Northlake Boulevard	28.1	MILES	$26.58	$746.898
8	Prosperity Farms Road	1.3	MILES	$26.58	$34.554
9	RCA Boulevard	1.56	MILES	$26.58	$41.4648
10	Hood Road	8.98	MILES	$26.58	$238.6884
11	Donald Ross Road	7.12	MILES	$26.58	$189.2496

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B	GROUP B - MINOR STREETS	1	NOT APPLICABLE	$0.00	$0.00
1	Sunset Drive	0.5	MILES	$26.58	$13.29
2	Holly Drive	0.89	MILES	$26.58	$23.6562
3	Holly Drive	0.39	MILES	$26.58	$10.3662
4	Burns Road	4.63	MILES	$26.58	$123.0654
5	Kyoto Gardens Avenue	3.96	MILES	$26.58	$105.2568
6	Fairchild Avenue	4.32	MILES	$26.58	$114.8256
7	MacArthur Boulevard	2.64	MILES	$26.58	$70.1712
8	Gardens East Drive	3.04	MILES	$26.58	$80.8032
9	Gardens Parkway	6.2	MILES	$26.58	$164.796
10	Kew Gardens Avenue	1.28	MILES	$26.58	$34.0224
11	Minsk Gardens	0.22	MILES	$26.58	$5.8476
12	Fairchild Avenue	1.48	MILES	$26.58	$39.3384
13	Lake Victoria Gardens	1.2	MILES	$26.58	$31.896
14	Valencia Gardens Avenue	1.43	MILES	$26.58	$38.0094
15	Riverside Drive	0.23	MILES	$26.58	$6.1134

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Northcorp Parkway	1.2	MILES	$26.58	$31.896
17	Allamanda Drive	0.14	MILES	$26.58	$3.7212
18	Allamanda Drive	0.22	MILES	$26.58	$5.8476
19	Sandhill Crane Drive	2.22	MILES	$26.58	$59.0076
C	GROUP C - PARKS AND PARKING LOTS	1	NOT APPLICABLE	$0.00	$0.00
1	Lilac Park	1	LUMP SUM	$30.15	$30.15
2	Gardens Park	1	LUMP SUM	$86.15	$86.15
3	Mirasol Park	1	LUMP SUM	$40.15	$40.15
4	Tennis and Pickleball Center	1	LUMP SUM	$40.15	$40.15
5	Joseph Russo Park	1	LUMP SUM	$30.15	$30.15
6	Oaks Park	1	LUMP SUM	$30.15	$30.15
7	Lakeside Complex	1	LUMP SUM	$30.15	$30.15
8	Burns Road Community Center	1	LUMP SUM	$86.15	$86.15
9	Lake Catherine Sports Complex	1	LUMP SUM	$40.15	$40.15
10	Roller Hockey Park	1	LUMP SUM	$30.15	$30.15
11	Plant Drive Park	1	LUMP SUM	$30.15	$30.15

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Riverside Youth Enrichment Center	1	LUMP SUM	$30.15	$30.15
13	City Hall and Police Department	1	LUMP SUM	$121.15	$121.15
14	Gardens North County District Park	1	LUMP SUM	$58.55	$58.55
15	Sandhill Crane Golf Club	1	LUMP SUM	$76.55	$76.55
16	The Nest Par 3	1	LUMP SUM	$48.55	$48.55
TOTAL					**$5,200.4134**



West Palm Beach Fleet



West Palm Beach Fleet

PALM BEACH
Gardens
CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410-4698

COMMUNITY SERVICES DEPARTMENT

July 17, 2020

TO WHOM IT MAY CONCERN

Re: International Sweeping, Inc. D/B/A Facilities Pro-Sweep
2755 Vista Parkway North, Suite I-12
West Palm Beach, FL 33411

The City of Palm Beach Gardens has been contractually working with Facilities Pro-Sweep since 2016. During this time, Facilities Pro-Sweep has provided the contractual obligation for street sweeping both on City roads and in City parks.

The City has been pleased with the level of customer service and quality of service that Facilities Pro-Sweep has provided. The company's customer service culture on an as-needed basis is also very responsive and commendable. We have never encountered a situation that we could not work with the vendor to resolve amicably.

If you have any questions or require any clarification, please feel free to contact Daniel Widdick at 561-804-7044.

Regards,

Cory Wilder
Director of Public Services

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

7900 Forest Hill Blvd.
West Palm Beach, FL 33413-3342

JARED W. PERDUE, P.E.
SECRETARY

February 08, 2024

International Sweeping, Inc.
P.O. Box 220896
West Palm Beach, FL 33422

Dear Ms. Correa,

Attached is the ***Final Contractor Field Performance Report*** (CFPR) for E4U83-R2. Please sign the CFPR and return to this office within 10 business days. If you desire a meeting to discuss the results of the Report, please submit your written request to me at the above address or in e-mail at james.hollinger@dot.state.fl.us.

Written request for a meeting must be received by this office within ten (10) business days from your receipt of this letter. If requested, the Project Manager will schedule the meeting based on a mutually agreed upon time and date at a location selected by the Department. If a meeting is not requested, or you fail to attend the meeting that is scheduled to discuss the CFPR, you will be deemed to have accepted the Final CFPR and forfeit your dispute rights.

If you have any questions, about this process, please call me at 561-370-1144 Please sign and return the original to me for the files.

Sincerely,

James M. Hollinger,
Contract Coordinator II

DocuSign Envelope ID: C0B73440-43F2-43CC-A9C1-7F4043B78ABC

FLORIDA DEPARTMENT OF TRANSPORTATION

375-020-43
MAINTENANCE
10/21

CONTRACTOR FIELD PERFORMANCE REPORT

Contractor: International Sweeping, INC.

Contract: E4U83-R2

Evaluation Date: February 8, 2024

Type of Evaluation: ○ Periodic ◉ Final

Category One

Pursuit and Timely Completion of Work	Performance
The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded.	Excellent ◉
Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded.	Satisfactory ○
The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work.	Unsatisfactory ○
The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met.	Poor ○

Notes & Comments

The Contractor completed all work on time or before the due date of each work order.

Category Two

Maintenance of Traffic (MOT) & Safety Operations	Performance
MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public.	Excellent ◉
MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally.	Satisfactory ○
MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met.	Unsatisfactory ○
Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met.	Poor ○
N/A (To be used when MOT was not necessary or included in the contract).	N/A ○

Notes & Comments

There were no complaints from the traveling public or any other agencies within the Departments R.O.W,

FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACTOR FIELD PERFORMANCE REPORT

Contractor: International Sweeping, INC.

Contract: E4U83-R2

Evaluation Date: February 8, 2024

Category Three

Timely and Complete Submittal of Documents and Reports	Performance
Written correspondence and documentation were error free and critical dates were met.	Excellent ◉
Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors.	Satisfactory ○
Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal.	Unsatisfactory ○
Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/ low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time.	Poor ○

Notes & Comments
All written documents and correspondence were error free, and all dates were met.

Category Four

Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements	Performance
Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department.	Excellent ◉
Contractor consistently performed quality work operations according to the contract with few errors.	Satisfactory ○
Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work.	Unsatisfactory ○
The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion.	Poor ○

Notes & Comments
The contractor was able to complete all work documents without any guidance from the Department, all while staying in compliance with the contract.

Contractor: International Sweeping, INC.

Contract: E4U83-R2

Evaluation Date: February 8, 2024

Category Five

Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies	Performance
Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded.	Excellent ◉
Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded.	Satisfactory ○
Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met.	Unsatisfactory ○
Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate.	Poor ○

Notes & Comments
International Sweeping showed professionalism throughout the entirety of the contract.

Category Six

Disadvantaged Business Enterprise (DBE) Reporting	Performance
Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required.	Excellent ○
Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE	Satisfactory ○
Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required.	Unsatisfactory ○
Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary.	Poor ○
N/A (To be used when the Contractor is exempt from DBE reporting requirements.)	N/A ◉

Notes & Comments
N/A

375-020-43
MAINTENANCE
10/21

Contractor: International Sweeping, INC.

Contract: E4U83-R2

Evaluation Date: February 8, 2024

Overall Score: 100

Summary

International Sweeping was able to take control and custody of all work documents issued to them. The staff was very knowledgeable. International Sweeping is a pleasure to work with.

Pursuit and Timely Completion of Work	Excellent
Maintenance of Traffic (MOT) & Safety Operations	Excellent
Timely and Complete Submittal of Documents and Reports	Excellent
Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements	Excellent
Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies	Excellent
Disadvantaged Business Enterprise (DBE) Reporting	N/A

Submitted By: DocuSigned by: James Hollinger 38C45249347448F... 02/08/2024 | 8:05 AM EST
Project Manager Date

DS KB
Reviewed By: DocuSigned by: Melanie Straub 419873B9DDBA420... 02/08/2024 | 8:45 AM EST
Cost Center Manager Date

CONTRACTOR 02/08/24
Date

Reviewed By: DocuSigned by: Eduardo Caballero 199DA1B397494F9... 02/08/2024 | 9:53 AM EST
District Maintenance Engineer Date

COPIES:
Contractor
Project File
District Maintenance Engineer - Original
Cost Center Manager



International Sweeping Inc. dba Facilities Pro-Sweep



International Sweeping Inc. Dba Facilities Pro-Sweep

We thank you for this opportunity to offer our services to your municipality and residents. Any questions or concerns can be addressed by reaching out to us.

Any further explanations, references, or methods of procedure can be requested or discussed prior to starting services if awarded.

We take pride in being a local vendor and a drug-free workplace here in Palm Beach County. We are familiar with this industry with over 25 years experience. We have experienced supervisors, managers, individuals who will oversee this project and make site visits during/after as needed. Our trucks are maintained daily by a crew of mechanics. Our lines of communication are always open everyday of the week. More references can be requested if desired.

INTESWE-01 DTARANTINO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/11/2026

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
Patriot Growth Insurance Services LLC
2056 Vista Pkwy Ste 350
West Palm Beach, FL 33411-6756

CONTACT NAME: Dianthe Charron
PHONE (A/C, No, Ext): (508) 824-8666 FAX (A/C, No):
E-MAIL ADDRESS: DCharron@patriotgrowth.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Insurance Company	32506
INSURER B : Brierfield Insurance Company	10993
INSURER C : National Trust Insurance Company	20141
INSURER D : Insurance Company of the West	27847
INSURER E :	
INSURER F :	

INSURED
International Sweeping, Inc. dba Facilities Pro-Sweep
2771 Vista Parkway, Unit F11
West Palm Beach, FL 33411

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X		GL100101193-01	5/10/2026	5/10/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			CA100101194-01	5/10/2026	5/10/2027	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE			UMB100101195-01	5/10/2026	5/10/2027	AGGREGATE	$	1,000,000
	DED X RETENTION $ 10,000							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A			WFL 5047662 07	5/10/2026	5/10/2027	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, the following apply in favor of the City of Palm Beach Gardens:

General Liability: Additional Insured for ongoing and completed operations, on a primary & noncontributory basis per #CGL 084 (02-21);

CERTIFICATE HOLDER

City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, FL 33410

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

International Sweeping Inc.

2 Business name/disregarded entity name, if different from above.

Facilities Pro-Sweep

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 220896

Requester's name and address (optional)

6 City, state, and ZIP code

West Palm Beach FL 33422

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	1	–	0	7	0	3	2	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Monica | **Date** 01/06/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

LOCATED AT
2771 VISTA PKWY UNIT F11
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CLEANING SERVICE	INTERNATIONAL SWEEPING INC		B25.650623 08/07/2025	$33.00	B40114233

This document is valid only when receipted by the Tax Collector's Office.

INTERNATIONAL SWEEPING INC
FACILITIES PRO SWEEP
PO BOX 220896
WEST PALM BEACH FL 33422-0896

17
7 - 4241

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200704960
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

docusign

Certificate Of Completion

Envelope Id: CD107129-7E55-843D-83E1-926109865F4A
Status: Completed
Subject: Complete with Docusign: Street Sweeping Services Agreement.pdf
Source Envelope:
Document Pages: 224
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Carly Lapidus
10500 N Military Trail
Purchasing Department
Palm Beach Gardens, FL 33410
clapidus@pbgfl.com
IP Address: 151.132.106.169

Record Tracking

Status: Original
7/20/2026 2:40:24 PM
Holder: Carly Lapidus
clapidus@pbgfl.com
Location: DocuSign

Signer Events	Signature	Timestamp
Alessandro Correa TCorrea@facilitiespro-sweep.com Operations Manager International Sweeping Inc dba Facilities Pro-Sweep Security Level: Email, Account Authentication (None)	Signed by: Alessandro Correa 7D3F32BC89A44DE... Signature Adoption: Pre-selected Style Using IP Address: 2603:3020:2a26:ce00:40ac:78c2:2b39:a72	Sent: 7/20/2026 2:42:25 PM Viewed: 7/20/2026 3:36:55 PM Signed: 7/20/2026 3:40:24 PM

Electronic Record and Signature Disclosure:
Accepted: 7/20/2026 3:36:55 PM
ID: 404c7c16-32ed-4afc-b182-fabfa9e430b7
Company Name: City of Palm Beach Gardens, FL

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/20/2026 2:42:25 PM
Certified Delivered	Security Checked	7/20/2026 3:36:55 PM
Signing Complete	Security Checked	7/20/2026 3:40:24 PM
Completed	Security Checked	7/20/2026 3:40:24 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

PROCUREMENT MANAGEMENT OFFICE

INVITATION TO BID

ITB2026-180PW
STREET SWEEPING SERVICES

DUE DATE AND TIME
FRIDAY, JUNE 12, 2026 @ 3:00PM (LOCAL TIME)

SECTION	TITLE	PAGE
	Legal Advertisement	2
1.	Special Terms and Conditions	3
2.	Technical Specifications and Statement of Work	18
3.	Pricing Schedule	24

INSTRUCTIONS

This Invitation to Bid is available on the OpenGov e-procurement platform at https://procurement.opengov.com/signup and the City's Purchasing webpage at www.pbgfl.gov/procurement. All addenda, changes, and any additional information will be released through these portals.

Bids must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 12, 2026, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at www.pbgfl.gov/procurement.

It is the responsibility of the contractor to ensure all relevant information is included in its response. All contractors are advised to carefully examine the requirements of this Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the e-procurement platform.

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at www.pbgfl.gov/procurement. By submitting a bid to this Invitation to Bid, the contractor agrees to be bound by the City's General Terms and Conditions.

City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

ITB2026-180PW
STREET SWEEPING SERVICES

The City of Palm Beach Gardens, Florida, is soliciting sealed bids from qualified and experienced contractors to provide mechanical and/or regenerative-air street sweeping services for public roadways, designated parking lots, and other paved municipal areas. Services include routine scheduled sweeping, special event support, and emergency response sweeping following storms or declared emergencies. Contractors must demonstrate proven experience in street-sweeping services, and possess the necessary equipment, staffing, and expertise to respond promptly and effectively to the City's needs.

The Invitation to Bid is available on the OpenGov e-procurement platform at https://procurement.opengov.com/signup. The City will release all addenda, changes, and any additional information through this e-procurement platform, and the City's Purchasing webpage at www.pbgfl.gov/procurement. Offers must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 12, 2026, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at www.pbgfl.gov/procurement.

It is the responsibility of the contractor to ensure all relevant information is included in its offer. All contractors are advised to carefully examine the requirements of the Invitation to Bid. Any questions regarding the completeness or substance of the requirements must be submitted in writing via the e-procurement platform.

The City of Palm Beach Gardens reserves the right to accept or reject any or all responses, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms and conditions it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Sunday, May 17, 2026

SECTION 1
SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this solicitation is for the City to contract with a qualified and experienced contractor to procure mechanical and/or regenerative air street sweeping services for public roadways, designated parking lots, and other paved municipal areas.

Services include routine scheduled sweeping, special event support, and emergency response sweeping following storms or declared emergencies.

The estimated annual budget for the work described in this Invitation to Bid is $135,000.

ESTIMATED PROCUREMENT SCHEDULE

Event	Date
Invitation to Bid Advertised	Sunday, May 17, 2026
Pre-Bid Conference	N/A
Due Date and Time for Bids	Friday, June 12, 2026 @ 3:00PM
Evaluation Process Begins	June 2026
Evaluation Process Ends	July 2026
Award of Contract	August/September 2026

1.2 CONTRACT TERM – FIXED TERM (5 YEARS)

The contract will begin on the effective date of the fully executed Agreement and will remain in effect for a period of five (5) years, provided all required bid documents have been completed and submitted. The contract will expire on the last day of the final month of the 5-year term.

1.3 OPTION TO RENEW

Intentionally Omitted

1.4 METHOD OF AWARD: AWARD TO SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE

The City will award the entire contract to the responsive and responsible bidder who submits a complete offer for all items listed, with the lowest total aggregate price. Failure to submit pricing for all items may result in rejection of the offer.

1.5 FIXED PRICING

If awarded a contract under this solicitation, the vendor agrees that all prices shall remain fixed and firm for the entire contract term, unless otherwise provided for in the contract through an approved price adjustment clause.

1.6 GENERAL ELIGIBILITY REQUIREMENTS FOR AWARD

To be eligible for contract award, vendors must meet the following conditions:

- No delinquent debts to the City of Palm Beach Gardens or any other governmental agency.
- Regularly engaged in providing the goods or services requested.
- Financially capable of performing the contract.
- Able to meet the required delivery or performance schedule.

- A record of satisfactory past performance. Vendors who are or have been deficient in current or recent contract performance shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- Satisfactory current performance on other City contracts, if applicable.
- A record of integrity and ethical business practices.
- Properly licensed for the required work.
- No prior violations or unresolved regulatory investigations; and
- Otherwise, qualified and legally eligible for award under applicable laws and regulations.

1.7 CERTIFICATIONS

At the time of submission of its offer, the bidder must hold applicable valid certificates of competency or licenses issued by the appropriate state or county examining board, qualifying the bidder to perform the proposed work.

If any work requires subcontractors in other trades, the bidder must also submit valid certificates of competency or licenses for each subcontractor. However, the City may, at its sole discretion and in its best interest, allow submission of subcontractor certifications during the bid evaluation period.

1.8 INSURANCE

The contractor shall not commence any work under the contract until the City has received and approved all required certificates of insurance.

A. GENERAL REQUIREMENTS

- All insurance policies must be issued by companies authorized, licensed, and registered to conduct business in the State of Florida and rated B+ or higher by the latest edition of A.M. Best's Insurance Guide.
- Certificates of Insurance must:
  - Name the City of Palm Beach Gardens as an additional insured on General Liability, Auto Liability, and Umbrella/Excess policies.
  - Include a clause requiring 30 days' prior written notice to the City of cancellation, non-renewal, or material change in coverage.
  - Be submitted within ten (10) calendar days of award and prior to the start of any work.
  - Be renewed and resubmitted to the City upon expiration.
- Acceptance of insurance certificates by the City does not waive the contractor's obligation to provide coverage meeting the full requirements of the contract.
- All deductibles and self-insured retentions are subject to City approval.
- The City reserves the right to reject any claimed exemption from Workers Compensation coverage.

B. REQUIRED COVERAGE

The contractor shall maintain the following minimum coverage at all times during the term of the contract:

- Workers' Compensation
  - Statutory Florida requirements

- Employer's Liability:
  - $100,000 each accident
  - $500,000 disease policy limit
  - $100,000 disease each employee

- Commercial General Liability
  - Minimum limits of $1,000,000 per occurrence, including:
  - Products and Completed Operations
  - Personal and Advertising Injury
  - Pollution/Environmental Liability
  - Contractual Liability
  - The City must be listed as additional insured

- Umbrella/Excess Liability
  - Minimum: $1,000,000

- Automobile Liability
  - Minimum:2,000,000
  - Must cover:
    - Owned, hired, non-owed auto

- Umbrella/Excess Liability (if needed)
  - May be used to supplement General Liability and Auto Liability to satisfy minimum limit requirements.
  - Must provide coverage at least as broad as the underlying policies.

C. SUBCONTRACTORS

The contractor shall ensure that all subcontractors maintain insurance that meets or exceeds these requirements. The contractor shall be responsible for verifying and obtaining copies of all subcontractor certificates of insurance and providing them to the City upon request.

1.9 METHOD OF PAYMENT: PERIODIC INVOICING FOR COMPLETED WORK

For recurring or periodic purchases, the contractor shall invoice the City after each completed work or project. Invoices must also be dated within thirty (30) calendar days of completion and may not precede the completion date and the City's acceptance of the work.

INVOICE REQUIREMENTS

- All invoices must include:
- Contractor's name and address
- Invoice number and date
- Description of goods or services
- Contract and purchase order numbers
- Any applicable discounts

PAYMENT METHOD AND TERMS

The City prioritizes prompt and efficient payment and requires vendors to accept payment via wire transfer, ACH (direct deposit), or other approved electronic methods. The City discourages payment by paper check and intends to discontinue doing so.

Payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon receipt of a proper invoice.

1.10 EXAMINATION OF PROJECT SITES

Prior to submitting an offer, bidders are strongly encouraged to visit the project sites and inspect any existing facilities, equipment, or conditions that may affect the scope, cost, or performance of the work. Bidders should also carefully review all drawings, specifications, and other relevant documents to ensure full understanding of the requirements.

Failure to examine the site, equipment, or contract documents will not relieve the bidder of any obligations under the contract, nor will it constitute grounds for additional compensation.
To schedule a site visit, please contact the City department representative at:

Daniel Widdick, Operations Manager, Streets and Stormwater
561.804.7044
dwiddick@pbgfl.gov

1.11 PERFORMANCE OF WORK

The contractor shall perform work in a professional manner and to the highest industry standards for this specific type of work. The contractor shall at all times be cognizant of the need to abide and adhere to all applicable occupational safety and health rules and regulations. No section of the work may be performed by the contractor or a subcontractor of the contractor unless such person has the experience, equipment, knowledge, and resources to perform the work safely and properly. The City shall have the right, without penalty, to stop any task or aspect of work if the City believes, in its professional opinion, that the execution of the work is improper in any manner.

RESPONSE TIME: TWO HOURS

On a 24- hour basis, the contractor may be required to travel to the site immediately to meet with City staff, law enforcement, or emergency personnel to resolve an emergency or urgent situation. The bidder shall have the ability and resources to respond to the City's request and be on site within two hours of notification by the City.

FAILURE TO PERFORM WORK: FINANCIAL CONSEQUENCES

At the City's sole discretion, the City may apply the following financial consequences to the contractor for failure to perform any aspect of the services established in the street sweeping schedule.

For each occurrence and each subsequent failure to perform street sweeping services based on the Schedule, the City shall have the right to charge the contractor as follows:

First Failure:	$200
Second Failure:	$300
Third Failure:	$500 per incident; and the same amount for any subsequent incidents.

The City shall have the right to deduct the applicable amounts from any invoice due to the contractor or to invoice the contractor for the amounts due for payment.

1.12 ADDITIONAL LOCATIONS

While specific types of work or locations may be identified in this solicitation and the contract, the City reserves the right to add other work or locations for similar services. When required by the contract's pricing structure, the contractor will be invited to submit quotes for servicing the additional locations. If the pricing is deemed fair and reasonable, the City may award the additional work/locations to the current contractor.

Additional work and locations may be added through formal contract modification or a change order to the purchase order. If acceptable pricing is not obtained — or at the City's sole discretion — the City may seek quotes from non-contract vendors.

1.13 IDENTIFICATION OF SUBCONTRACTORS

Bidders must identify any subcontractors they intend to use to perform the work, including each subcontractor's experience, capabilities, and the specific work they will perform. The City will evaluate subcontractor qualifications when considering the award. If not provided with the bid, the City may allow submission during the evaluation period if deemed in the City's interest.

1.14 PAYMENT AND PERFORMANCE BONDS

Prior to the performance of any work under this contract, the City may require a payment and/or performance bond for such work based on the unique factors and specifications of each project or if the cost to perform the work exceeds $200,000. Before commencing any work, the contractor must provide the City with the performance and payment bonds in accordance with Florida law and the following terms:

BOND AMOUNT AND DEADLINE:

The contractor shall submit the performance and payment bonds in an amount equal to 110% of the estimated total project price, payable to the City, within ten (10) calendar days after receipt of the purchase order.

SURETY REQUIREMENTS:

- Bonds must be issued by a surety company:
- Authorized to conduct business in Florida.
- Of recognized financial standing; and
- With a Florida-licensed resident agent.

Bonds must identify the registered agent for service of process in Florida. No bond may be canceled, modified, or terminated without 30 days' prior written notice to the City.

ALTERNATE SECURITY:

In lieu of a performance bond, the contractor may provide a Letter of Credit, in a form and from a bank acceptable to the City, issued in the City's favor.

NO LIMITATION OF LIABILITY:

The bond amount shall not be construed as liquidated damages or as a limit on the contractor's liability for a material breach of the Agreement.

FAILURE TO SUBMIT BONDS:
Failure to submit required bonds within the specified time (including any approved extensions) shall constitute default. The City may disqualify the contractor from submitting offers for any future City projects for a period of not less than one (1) year following such default.

1.15 RELEASE OF CLAIM REQUIRED

In accordance with Section 255.05, Florida Statutes, the contractor shall pay all subcontractors and suppliers within ten (10) days of receiving each partial payment from the City, except for the first payment. Payments must reflect the proportionate share of work completed.
For each partial payment after the first, the contractor must submit to the City's project manager executed affidavits or releases of claim from all subcontractors and suppliers confirming they have been paid their proportionate share of all previous payments. If such documentation cannot be provided, the contractor may submit a consent of surety to requisition payment, identifying unpaid subcontractors or suppliers and amounts due. Failure to provide either the affidavits or the consent of surety may result in the City withholding the disputed amount until resolved.

1.16 COMPLIANCE AND CONDUCT

The contractor shall at all times comply with all applicable laws, ordinances, rules, and regulations of the City and any other governmental authority with jurisdiction. The contractor shall conduct all activities safely, professionally, and responsibly, taking all necessary precautions to protect its employees, agents, members, visitors, and participants.

By entering into this contract, the contractor affirms compliance with Section 448.095, Florida Statutes, regarding Employment Eligibility. This includes, but is not limited to:

- Using the E-Verify system to confirm the work authorization status of all newly hired employees; and

- Requiring all subcontractors to provide an affidavit stating they do not employ, contract with, or subcontract with any unauthorized alien.

Failure to comply with this section shall result in the immediate termination of the contract. If any subcontractor is found to be in violation, the contractor must immediately terminate that subcontractor.

1.17 SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the contractor to complete or sign any additional forms or documents related to this Agreement, the terms and conditions of this Agreement shall control and take precedence over any conflicting or inconsistent provisions in the contractor’s documents. In the event of a conflict between this Agreement and any attachments or exhibits, the terms of this Agreement shall prevail.

1.18 FAILURE TO PERFORM OR COMPLETE WORK

Should the contractor fail to perform satisfactorily or complete any aspect of the work in a timely manner, and within the schedule established by the City, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the contractor and secure the services of another contractor to perform the work. If the City exercises this authority, the City shall be responsible for paying the contractor for any work that was completed and accepted in accordance with the contract specifications.

The City may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price, which were incurred by the City, as a result of having to secure the services of another contractor to perform the work.

1.20 FORCE MAJEURE

The City and the contractor shall be excused from performance under the contract when, and to the extent, performance is delayed or prevented by events beyond their reasonable control. Such events include, but are not limited to fire, flood, explosion, strike or other labor dispute, pandemic, natural disaster, public emergency, war, riot, civil unrest, malicious damage, acts or omissions of governmental authorities, or shortages or failures of transportation, equipment, or public utilities necessary for performance.

The following conditions shall apply:

- The non-performing party must promptly notify the other party in writing, describing the nature of the force majeure event and its expected duration, and must provide timely updates during the period of delay.
- The suspension of performance shall be limited to the scope and duration required by the force majeure event.
- Obligations that arose prior to the force majeure event remain enforceable and are not excused.
- The non-performing party must use its best efforts to resume performance as soon as possible.

Performance shall not be excused for more than two (2) months unless the City, at its sole discretion, grants an extension due to extenuating circumstances. Economic hardship alone does not constitute a force majeure event.

The term of this contract shall be extended automatically by the length of any excused delay under this section.

1.21 PUBLIC RECORDS

Pursuant to Chapter 119, Florida Statutes, the contractor shall comply with Florida's public records law by keeping and maintaining public records required by the City of Palm Beach Gardens to perform the contract.

Upon request from the City's custodian of public records, the contractor shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, and at a cost that does not exceed the limits set by Chapter 119, Florida Statutes, or other applicable law.

The contractor shall ensure that all public records identified as exempt or confidential under Florida law are not disclosed except as permitted by law, both during the term of the contract and after its completion.

Upon completion of the contract, the contractor shall, at no cost to the City, either:

- Transfer all public records related to the contract to the City, and destroy any duplicate records that are exempt or confidential; or
- Retain the records in compliance with all applicable public records retention requirements.

All electronically stored records must be provided to the City, upon request, in a format compatible with the City's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER 561.799.4122, EMAIL ADDRESS: PSNIDER@PBGFL.GOV.

1.22 USE OF CONTRACT

Although the contract is intended to primarily support the City's operations during non-emergency events, the City reserves the right to obtain relevant goods or services from the contractor, subject to the existing terms and conditions, for use during hurricane and disaster events or emergencies.

1.23 CONTRACTOR CONDUCT

The contractor shall at all times conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the occupants of buildings, and to ensure the protection of people and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work site shall be kept accessible for fire-fighting equipment at all times.

1.24 PROTECTION

The contractor shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items must be removed during the performance of the work, it shall be the contractor's responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

1.25 DAMAGE AND INJURY

The contractor is responsible for any damage that occurs to any property, personal or real, as a result of performing any work under this contract . The contractor shall be responsible for repairing, or making full restitution, for any damage to real property and/or personal property, specifically including motor vehicles, that occurs as a result of performing any work under this contract. All such repairs shall restore the damaged property to the same as original condition or better. Full restitution shall mean fully compensating the injured party for the damage to property, including any diminution in value to the subject property. The contractor shall be responsible and liable for injury to any life or property during the course of performing the services.

1.26 LEGAL REQUIREMENTS

The contractor shall be solely and completely responsible for fully complying with all applicable federal, state and local laws and regulations. No work shall be performed in any manner that is dangerous or reckless. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the work being performed.

1.27 SAFETY AND PROTECTION

The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other people, including but not limited to, the general public who may be affected thereby. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to the City, and all costs associated for ensuring such safety are the responsibility of the contractor.

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the services by the City.

1.28 PRIVATE COMMUNITIES

The contractor understands and agrees that any private community in Palm Beach Gardens, with the written permission of the City, may access the contract resultant from this solicitation and purchase street cleaning/sweeping services from the contractor at the same prices and rates offered to the City.

The City shall not be liable or considered a third-party to any agreement between the contractor and such communities.

1.29 REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this contract.

The contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. DEFINITIONS

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

B. ANTI DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contractor office, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract contractor. The contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor contractor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. COMPLIANCE COPELAND ANTI-KICKBACK ACT

(1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor lower tier subcontractor with all of these Contract clauses.

(3) Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§ 5.12.

D. WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Palm Beach Gardens shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime subcontractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontract the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractor to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

G. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

(3) This certification is a material representation of fact relied upon by the City of Palm Beach Gardens. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Palm Beach Gardens, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The contractor must review and agree to the Certification Regarding Lobbying.

I. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule.

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

J. ACCESS TO RECORDS

The following access to records requirements applies to this Contract:

(1) The contractor agrees to provide the City of Palm Beach Gardens, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

K. DISASTER RESPONSE SERVICES (DRS) SEAL, LOGO, AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre approval.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION 2
TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK

2.1 PROJECT SCOPE

The City of Palm Beach Gardens ("City") seeks bids from qualified contractors to provide street and parking lot sweeping services. The contractor shall furnish all labor, supervision, equipment, materials, fuel, water, transportation, and incidentals necessary to perform the services described in this Invitation to Bid.

The locations to be serviced are identified in Appendix A of this Section, and Exhibit A – Street Sweeping Locations and Areas, attached to this solicitation.

The estimated service quantities are as follows:

i. Approximately 129 curb miles of State and County major arterial roads, swept one time per month.
ii. Approximately 36 curb miles of City-owned minor arterial roads, swept twice per month.
iii. 15 City-owned parking lots, swept twice per month.

The State, County, and City facilities may require different types or sizes of equipment. Pricing shall therefore be submitted under the following Groups:

Group A – Major Streets (State and County Roads)
Pricing shall be based on curb miles swept.

Group B – Minor Streets (City-Owned Roads)
Pricing shall be based on curb miles swept.

Group C – Parks/Parking Lots
Pricing shall be based on a per-cleaning rate for each parking lot.

The quantities stated above are estimates provided for bidding purposes only and do not guarantee actual volume.

2.2 SWEEPING FREQUENCY

The contractor shall perform sweeping services in accordance with the schedule set forth in Appendix A unless the City provides prior written authorization for a deviation.

The City will not pay for sweeping performed outside the approved schedule without prior written authorization.

The City reserves the right to add or delete streets, curb miles, parking lots, or adjust service frequency during the term of the contract upon reasonable notice to the contractor. Added services shall be compensated at the contract unit prices.

2.3 STORAGE OF EQUIPMENT

The contractor shall provide and maintain its own facilities for storage of sweepers, brooms, tires, fuel, oil, water, and other required supplies. The City will not provide storage space for the contractor's equipment or materials.

2.4 OPERATING SPEED

The contractor shall operate sweepers at a speed between 4 and 5 miles per hour while sweeping, unless the contractor demonstrates to the City's satisfaction that a higher operating speed achieves equal or better cleaning results without compromising quality.

2.5 TECHNICAL REQUIREMENTS AND PERFORMANCE STANDARDS

SITE INSPECTION

Bidders are responsible for visiting and inspecting the streets and parking lots listed in Appendix A, and Exhibit A to assess site conditions and varying degrees of difficulty. Unit prices shall apply regardless of surface condition, layout complexity, or degree of difficulty.

EQUIPMENT REQUIREMENTS

The contractor shall provide industrial or municipal-grade sweepers with sufficient debris capacity to complete assigned routes efficiently. All sweepers shall:

i. Be equipped with an operational water spray system for dust control (water shall be supplied at the contractor's expense).
ii. Not perform dry sweeping unless specifically authorized in writing by the City.
iii. Maintain adequate air gap protection to prevent cross-contamination of the City's potable water system.
iv. Comply with all applicable federal, state, and local laws and regulations.
v. Be maintained in good working order at all times.

If the City determines that any equipment operates inefficiently, creates excessive dust or noise, or otherwise disturbs the public, the contractor shall promptly remove and replace the equipment.

Equipment breakdowns shall not relieve the contractor of its obligation to complete scheduled services. The contractor shall provide backup equipment as necessary to maintain the required schedule.

DEBRIS REMOVAL AND DISPOSAL

The contractor shall remove, transport, and dispose of all collected debris in accordance with applicable local, county, and state laws and regulations. The contractor is responsible for all transportation costs and disposal or tipping fees.

PERFORMANCE STANDARDS

The contractor shall remove, in a single pass where feasible, all sand, grass, leaves, litter, glass, and other visible debris from the roadway surface and curb line in accordance with accepted municipal sweeping standards.

A satisfactory result is defined as:
i. A clean curb line; and
ii. A roadway surface free of visible sand, grass, litter, and debris.

If the City determines that an area does not meet the required standard, the contractor shall re-sweep the area within 24 hours of notification at no additional cost to the City.

HAZARDOUS CONDITIONS

The contractor shall immediately notify the City upon observing hazardous conditions, spills, or suspicious materials encountered during sweeping operations.

2.6 HOLIDAYS

For purposes of this contract, a holiday is any day officially observed as a holiday by the City. If a scheduled route falls on a City holiday, the contractor shall complete the route on the next business day. The contractor shall provide additional equipment or staffing as necessary to remain on schedule. All holiday-related adjustments shall be made at no additional cost to the City.

2.7 CONTRACT ADMINISTRATION MEETINGS

The contractor shall attend monthly meetings at a City-designated location to review performance, compliance with contract requirements, service levels, safety concerns, and operational issues. The City will establish the meeting dates and times.

2.8 HOURS OF OPERATION

The contractor shall perform scheduled sweeping only during the following hours unless otherwise authorized in writing by the City:

i. Day routes: 8:00 AM to 5:00 PM
ii. Night routes: 11:00 PM to 6:00 AM

The contractor shall not perform sweeping on weekends or City holidays without prior written authorization.

2.9 FEMA COMPLIANCE

This contract incorporates all applicable FEMA-required provisions to ensure eligibility for federal cost reimbursement. The contractor shall maintain complete records, documentation, and cost data consistent with 2 C.F.R. Part 200 requirements for federal grant compliance.

APPENDIX "A"

STREET SWEEPING LOCATIONS AND AREAS

GROUP A

MAJOR STREETS
FREQUENCY: TWICE PER MONTH

ITEM	LOCATION	FROM – TO	EST. MILES	CURBED	HOURS
1	PGA Boulevard (FDOT)	Ryder Cup Blvd – US1	22.8	Yes	Daytime
2	Military Trail (FDOT)	Investment Lane - PGA	10.8	Yes	Daytime
3	Alternate AIA (FDOT)	Lighthouse Drive - Donald Ross Road	18.28	Yes	Daytime
4	Central Boulevard (County)	PGA - Donald Ross Road	13.16	Yes	Daytime
5	Jog Road (County)	PGA Blvd - Donald Ross Road	4.94	Yes	Daytime
6	Military Trail (County)	PGA - Donald Ross Road	12.00	Yes	Daytime
7	Northlake Boulevard (County)	Beeline - Congress Avenue; Oldham Way – Panther Natl Blvd	28.1	Yes	Daytime
8	Prosperity Farms Road (County)	Allamanda Drive - Gardens Parkway	1.30	Yes	Daytime
9	RCA Boulevard (County)	Northcorp Parkway - Prosperity Farms Road	1.56	Yes	Daytime
10	Hood Road (County)	Jog Road - Prosperity Farms Road	8.98	Yes	Daytime
11	Donald Ross Road (County)	Central Blvd - Prosperity Farm Road. (east bound traffic only)	7.12	Yes	Daytime
TOTAL MILES: 129.04 (129) miles					

GROUP B

MINOR STREETS
FREQUENCY: TWICE PER MONTH
NOTE: Item 3 – Twice per Month, East-Side Curb Only

ITEM	LOCATION	FROM – TO	EST. MILES	MEDIAN CURB	HOURS
1	Sunset Drive (PBG)	Northlake Blvd - Cul-de-sac	.50	None	Daytime
2	Holly Drive (PBG)	Military Trail to Riverside Drive	.89	Only Medians	Daytime
3	Holly Drive (PBG)	Ironwood Road - Lighthouse Drive	.39	None	Daytime
4	Burns Road (PBG)	Military Trail - Prosperity Farms Road	4.63	Yes	Daytime
5	Kyoto Gardens Avenue	Fairchild Gardens Avenue – Military Trail N	3.96	Yes	Daytime
6	Fairchild Avenue	RCA - Valencia Gardens Avenue	4.32	Yes	Daytime
7	Mac Arthur Blvd (PBG)	Northlake Blvd - Lighthouse Drive	2.64	Yes	Daytime
8	Gardens East Drive (PBG)	Burns Road - RCA Blvd	3.04	Yes	Daytime
9	Gardens Pkwy	Alt AIA - Prosperity Farms Road	6.2	Yes	Daytime
10	Kew Gardens Avenue (PBG)	Gardens Pkwy - PGA	1.28	Yes	Daytime
11	Minsk Gardens (PBG)	Kew Gardens - PGA	.22	None	Daytime
12	Fairchild Avenue (PBG)	Fairchild Gardens Avenue - Campus Drive	1.48	Only Medians	Daytime
13	Lake Victoria Gardens (PBG)	Kyoto Gardens Drive - Alt AIA	1.2	None	Daytime
14	Valencia Gardens Avenue (PBG)	Gardens Pkwy - Gardens Parkway	1.43	None	Daytime
15	Riverside Drive	Burns Road - Northcorp Parkway	.23	None	Daytime
16	Northcorp Pkwy (PBG)	RCA Blvd - E Park Dr	1.2	None	Daytime
17	Allamanda Drive	Burns Road - Allamanda Lane	.14	None	Daytime
18	Allamanda Lane	Allamanda Drive- Prosperity Farms Road	.22	None	Daytime

19	Sandhill Crane dr	Northlake Blvd – Avenir Dr	2.22	Yes	Daytime
TOTAL MILES: 36.19 (36) miles					

GROUP C

PARKS & PARKING LOTS
FREQUENCY: ONCE PER WEEK

ITEM	LOCATION	MAINTENANCE AREA	EST AREA (SQ. YD.)	HOURS
1	Lilac Park	Parking Area/ 4175 Lilac Street	2500	Nighttime
2	Gardens Park	Access Road and Parking Area/ 1 Ryder Cup Blvd	6,600	Nighttime
3	Mirasol Park	Access Road and Parking Lot/ 12385 Jog Road	5,500	Nighttime
4	Tennis and Pickleball Center	Parking Area/ 5110, 117th Ct N	9,883	Nighttime
5	Joe Russo Park	Parking Area/	6,270	Nighttime
6	Oaks Park	Parking Area/ Gardens East Drive	1,500	Nighttime
7	Lakeside Complex	Access Road and Parking Lot/ 10410 N. Military Trail	3,240	Nighttime
8	Burns Road Community Center	Access Road and Parking Lot/ 4404 Burns Rd	13,768	Nighttime
9	Lake Catherine Sports Complex	Parking Area/ 9470 MacArthur Blvd	4,300	Nighttime
10	Roller Hockey Park	Parking Area	TBD	Nighttime
11	Plant Drive Park	Access Road and Parking/ 10113 Plant Drive	TBD	Nighttime
12	Riverside Youth Enrichment Center	Parking Area/ 10170 Riverside Drive	1,400	Nighttime
13	City Hall/Police Department	Areas 2, 3, 4 and 5 (please attached map)	12,900	Nighttime
14	Gardens North County District Park	Areas 1, 2, 3, 4 and 5 (please see attached map)	14,600	Nighttime
15	Sandhill Crane Golf Club	Parking Area	7,300	Nighttime
	The Nest	Parking Area	11,017	Nighttime

SECTION 3
PRICING SCHEDULE

3.1 PRICES AND RATES

Bidders must complete the online Pricing Schedule on the electronic bidding portal at OpenGov.

If the Pricing Schedule is submitted as an uploaded PDF, the City reserves the right to deem the bidder non-responsive.

3.2 REQUIRED SUBMITTALS

Please upload all other information as PDFs.

a. Copies of certifications and any applicable licenses.

b. Subcontractor listing/information, if applicable.

c. Information on experience, staffing, equipment, etc.

CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410-4698

PROCUREMENT MANAGEMENT OFFICE

NOTICE OF INTENT TO AWARD

Date of Issuance: June 19, 2026

To: Thais Correa-Lopes

Solicitation Number: ITB2026-180PW

Title: Street Sweeping Services

You are hereby notified that the City of Palm Beach Gardens intends to award the above-mentioned contract to:

International Sweeping, Inc. dba Facilities Pro-Sweep

The City requests that your office provides the proper certificate(s) of insurance listing the City of Palm Beach Gardens as additional insured, and the required performance and payment bonds, if applicable.

The City of Palm Beach Gardens reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written Agreement.

Thank you for participating in the competitive selection process.

For information about this Notice, please contact the undersigned.

Thank you,

Per:

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Chief Procurement Officer
561.799.4197
kmra@pbgfl.gov

PROCUREMENT MANAGEMENT OFFICE

PUBLIC NOTICE – RECOMMENDATION TO AWARD

Date:	June 17, 2026
Solicitation Number	ITB2026-180PW
Title:	Street Sweeping Services

Notice is hereby given that the City of Palm Beach Gardens has completed its evaluation of offers received for the above-mentioned solicitation. The City Manager or designee has recommended the award of the contract to the following bidder:

Name of Contractor:	International Sweeping, Inc., dba Facilities Pro-Sweep
Contract Term:	5 Years
Option to Renew:	None
Total Contract Value:	$113,000 per year | $565,000 for 5-year contract term (Five Hundred Sixty-Five Thousand Dollars)

Per:

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Chief Procurement Officer

c: Patty Snider, CMC
City Clerk

www.pbgfl.gov/procurement

City of Palm Beach Gardens
Procurement Management Office
Km! Ra, Chief Procurement Officer
10500 N Military Trl, Palm Beach Gardens, FL 33410

[INTERNATIONAL SWEEPING INC. DBA FACILITIES PRO-SWEEP] RESPONSE DOCUMENT REPORT

GEN No. ITB2026-180PW

Street Sweeping Services

RESPONSE DEADLINE: June 12, 2026 at 3:00 pm

Report Generated: Friday, June 12, 2026

International Sweeping Inc. dba Facilities Pro-Sweep Response

CONTACT INFORMATION

Company:
International Sweeping Inc. dba Facilities Pro-Sweep

Email:
servicewpb@facilitiespro-sweep.com

Contact:
John Lopes

Address:
2771 N. Vista Parkway
Suite F11
West Palm Beach, FL 33411

Phone:
(561) 616-6363

Website:
N/A

Submission Date:
Jun 11, 2026 2:06 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 11, 2026 12:59 PM by john lopes

Addendum #2
Confirmed Jun 11, 2026 12:59 PM by john lopes

Addendum #3
Confirmed Jun 11, 2026 12:59 PM by john lopes

Addendum #4
Confirmed Jun 11, 2026 12:59 PM by john lopes

QUESTIONNAIRE

1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

West_Palm_Beach_Fleet_(4).png
West_Palm_Beach_Fleet_(10).png
PBG_Ref._Pro_Sweep.pdf
FDOT_REFERENCE_2024.pdf
PDF_COVER_PAGE_INTERNATIONAL.pdf
BID_COVER_PAGE.pdf
CCF_001463.pdf

2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
A	GROUP A - MAJOR STREETS	1	NOT APPLICABLE	$0.00	$0.00
1	PGA Boulevard	22.8	MILES	$26.58	$606.024
2	Military Trail	10.8	MILES	$26.58	$287.064
3	Alternate A1A	18.28	MILES	$26.58	$485.8824
4	Central Boulevard	13.16	MILES	$26.58	$349.7928
5	Jog Road	4.94	MILES	$26.58	$131.3052
6	Military Trail	12	MILES	$26.58	$318.96
7	Northlake Boulevard	28.1	MILES	$26.58	$746.898
8	Prosperity Farms Road	1.3	MILES	$26.58	$34.554
9	RCA Boulevard	1.56	MILES	$26.58	$41.4648
10	Hood Road	8.98	MILES	$26.58	$238.6884
11	Donald Ross Road	7.12	MILES	$26.58	$189.2496

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
B	GROUP B - MINOR STREETS	1	NOT APPLICABLE	$0.00	$0.00
1	Sunset Drive	0.5	MILES	$26.58	$13.29
2	Holly Drive	0.89	MILES	$26.58	$23.6562
3	Holly Drive	0.39	MILES	$26.58	$10.3662
4	Burns Road	4.63	MILES	$26.58	$123.0654
5	Kyoto Gardens Avenue	3.96	MILES	$26.58	$105.2568
6	Fairchild Avenue	4.32	MILES	$26.58	$114.8256
7	MacArthur Boulevard	2.64	MILES	$26.58	$70.1712
8	Gardens East Drive	3.04	MILES	$26.58	$80.8032
9	Gardens Parkway	6.2	MILES	$26.58	$164.796
10	Kew Gardens Avenue	1.28	MILES	$26.58	$34.0224
11	Minsk Gardens	0.22	MILES	$26.58	$5.8476
12	Fairchild Avenue	1.48	MILES	$26.58	$39.3384
13	Lake Victoria Gardens	1.2	MILES	$26.58	$31.896
14	Valencia Gardens Avenue	1.43	MILES	$26.58	$38.0094
15	Riverside Drive	0.23	MILES	$26.58	$6.1134

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Northcorp Parkway	1.2	MILES	$26.58	$31.896
17	Allamanda Drive	0.14	MILES	$26.58	$3.7212
18	Allamanda Drive	0.22	MILES	$26.58	$5.8476
19	Sandhill Crane Drive	2.22	MILES	$26.58	$59.0076
C	GROUP C - PARKS AND PARKING LOTS	1	NOT APPLICABLE	$0.00	$0.00
1	Lilac Park	1	LUMP SUM	$30.15	$30.15
2	Gardens Park	1	LUMP SUM	$86.15	$86.15
3	Mirasol Park	1	LUMP SUM	$40.15	$40.15
4	Tennis and Pickleball Center	1	LUMP SUM	$40.15	$40.15
5	Joseph Russo Park	1	LUMP SUM	$30.15	$30.15
6	Oaks Park	1	LUMP SUM	$30.15	$30.15
7	Lakeside Complex	1	LUMP SUM	$30.15	$30.15
8	Burns Road Community Center	1	LUMP SUM	$86.15	$86.15
9	Lake Catherine Sports Complex	1	LUMP SUM	$40.15	$40.15
10	Roller Hockey Park	1	LUMP SUM	$30.15	$30.15
11	Plant Drive Park	1	LUMP SUM	$30.15	$30.15

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Riverside Youth Enrichment Center	1	LUMP SUM	$30.15	$30.15
13	City Hall and Police Department	1	LUMP SUM	$121.15	$121.15
14	Gardens North County District Park	1	LUMP SUM	$58.55	$58.55
15	Sandhill Crane Golf Club	1	LUMP SUM	$76.55	$76.55
16	The Nest Par 3	1	LUMP SUM	$48.55	$48.55
TOTAL					$5,200.4134



West Palm Beach Fleet



West Palm Beach Fleet

PALM BEACH
Gardens
CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410-4698

COMMUNITY SERVICES DEPARTMENT

July 17, 2020

TO WHOM IT MAY CONCERN

Re: International Sweeping, Inc. D/B/A Facilities Pro-Sweep
2755 Vista Parkway North, Suite I-12
West Palm Beach, FL 33411

The City of Palm Beach Gardens has been contractually working with Facilities Pro-Sweep since 2016. During this time, Facilities Pro-Sweep has provided the contractual obligation for street sweeping both on City roads and in City parks.

The City has been pleased with the level of customer service and quality of service that Facilities Pro-Sweep has provided. The company's customer service culture on an as-needed basis is also very responsive and commendable. We have never encountered a situation that we could not work with the vendor to resolve amicably.

If you have any questions or require any clarification, please feel free to contact Daniel Widdick at 561-804-7044.

Regards,

Cory Wilder
Director of Public Services

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

7900 Forest Hill Blvd.
West Palm Beach, FL 33413-3342

JARED W. PERDUE, P.E.
SECRETARY

February 08, 2024

International Sweeping, Inc.
P.O. Box 220896
West Palm Beach, FL 33422

Dear Ms. Correa,

Attached is the ***Final Contractor Field Performance Report*** (CFPR) for E4U83-R2. Please sign the CFPR and return to this office within 10 business days. If you desire a meeting to discuss the results of the Report, please submit your written request to me at the above address or in e-mail at james.hollinger@dot.state.fl.us.

Written request for a meeting must be received by this office within ten (10) business days from your receipt of this letter. If requested, the Project Manager will schedule the meeting based on a mutually agreed upon time and date at a location selected by the Department. If a meeting is not requested, or you fail to attend the meeting that is scheduled to discuss the CFPR, you will be deemed to have accepted the Final CFPR and forfeit your dispute rights.

If you have any questions, about this process, please call me at 561-370-1144 Please sign and return the original to me for the files.

Sincerely,

James M. Hollinger,
Contract Coordinator II

DocuSign Envelope ID: C0B73440-43F2-43CC-A9C1-7F4043B78ABC

FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACTOR FIELD PERFORMANCE REPORT

375-020-43
MAINTENANCE
10/21

Contractor: International Sweeping, INC.

Contract: E4U83-R2

Evaluation Date: February 8, 2024

Type of Evaluation: ○ Periodic ◉ Final

Category One

Pursuit and Timely Completion of Work	Performance
The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded.	Excellent ◉
Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded.	Satisfactory ○
The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work.	Unsatisfactory ○
The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met.	Poor ○

Notes & Comments

The Contractor completed all work on time or before the due date of each work order.

Category Two

Maintenance of Traffic (MOT) & Safety Operations	Performance
MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public.	Excellent ◉
MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally.	Satisfactory ○
MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met.	Unsatisfactory ○
Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met.	Poor ○
N/A (To be used when MOT was not necessary or included in the contract).	N/A ○

Notes & Comments

There were no complaints from the traveling public or any other agencies within the Departments R.O.W,

FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACTOR
FIELD PERFORMANCE REPORT

Contractor: International Sweeping, INC.

Contract: E4U83-R2

Evaluation Date: February 8, 2024

Category Three

Timely and Complete Submittal of Documents and Reports	Performance
Written correspondence and documentation were error free and critical dates were met.	Excellent ◉
Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors.	Satisfactory ○
Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal.	Unsatisfactory ○
Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/ low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time.	Poor ○

Notes & Comments
All written documents and correspondence were error free, and all dates were met.

Category Four

Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements	Performance
Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department.	Excellent ◉
Contractor consistently performed quality work operations according to the contract with few errors.	Satisfactory ○
Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work.	Unsatisfactory ○
The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion.	Poor ○

Notes & Comments
The contractor was able to complete all work documents without any guidance from the Department, all while staying in compliance with the contract.

Contractor: International Sweeping, INC.

Contract: E4U83-R2

Evaluation Date: February 8, 2024

Category Five

Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies	Performance
Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded.	Excellent ◉
Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded.	Satisfactory ○
Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met.	Unsatisfactory ○
Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate.	Poor ○

Notes & Comments
International Sweeping showed professionalism throughout the entirety of the contract.

Category Six

Disadvantaged Business Enterprise (DBE) Reporting	Performance
Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required.	Excellent ○
Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE	Satisfactory ○
Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required.	Unsatisfactory ○
Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary.	Poor ○
N/A (To be used when the Contractor is exempt from DBE reporting requirements.)	N/A ◉

Notes & Comments
N/A

Contractor: International Sweeping, INC.

Contract: E4U83-R2

Evaluation Date: February 8, 2024

Overall Score: 100

Summary

International Sweeping was able to take control and custody of all work documents issued to them. The staff was very knowledgeable. International Sweeping is a pleasure to work with.

Pursuit and Timely Completion of Work	Excellent
Maintenance of Traffic (MOT) & Safety Operations	Excellent
Timely and Complete Submittal of Documents and Reports	Excellent
Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements	Excellent
Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies	Excellent
Disadvantaged Business Enterprise (DBE) Reporting	NA

Submitted By: DocuSigned by: James Hollinger 38C4529347448F... 02/08/2024 | 8:05 AM EST
Project Manager Date

DS

CONTRACTOR 02/08/24
Date

Reviewed By: DocuSigned by: Melanie Straub 419873B9DDBA420... 02/08/2024 | 8:45 AM EST
Cost Center Manager Date

Reviewed By: DocuSigned by: Eduardo Caballero 196DA1B397494F9... 02/08/2024 | 9:53 AM EST
District Maintenance Engineer Date

COPIES:
Contractor
Project File
District Maintenance Engineer - Original
Cost Center Manager



International Sweeping Inc. dba Facilities Pro-Sweep



International Sweeping Inc.
Dba Facilities Pro-Sweep

We thank you for this opportunity to offer our services to your municipality and residents. Any questions or concerns can be addressed by reaching out to us.

Any further explanations, references, or methods of procedure can be requested or discussed prior to starting services if awarded.

We take pride in being a local vendor and a drug-free workplace here in Palm Beach County. We are familiar with this industry with over 25 years experience. We have experienced supervisors, managers, individuals who will oversee this project and make site visits during/after as needed. Our trucks are maintained daily by a crew of mechanics. Our lines of communication are always open everyday of the week. More references can be requested if desired.

INTESWE-01 DTARANTINO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/11/2026

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 Patriot Growth Insurance Services LLC 2056 Vista Pkwy Ste 350 West Palm Beach, FL 33411-6756	CONTACT NAME: Dianthe Charron PHONE (A/C, No, Ext): (508) 824-8666 FAX (A/C, No): E-MAIL ADDRESS: DCharron@patriotgrowth.com
INSURED International Sweeping, Inc. dba Facilities Pro-Sweep 2771 Vista Parkway, Unit F11 West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Monroe Guaranty Insurance Company — 32506 INSURER B : Brierfield Insurance Company — 10993 INSURER C : National Trust Insurance Company — 20141 INSURER D : Insurance Company of the West — 27847 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		GL100101193-01	5/10/2026	5/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 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			CA100101194-01	5/10/2026	5/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB100101195-01	5/10/2026	5/10/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WFL 5047662 07	5/10/2026	5/10/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, the following apply in favor of the City of Palm Beach Gardens:

General Liability: Additional Insured for ongoing and completed operations, on a primary & noncontributory basis per #CGL 084 (02-21);

CERTIFICATE HOLDER

City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, FL 33410

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

International Sweeping Inc.

2 Business name/disregarded entity name, if different from above.

Facilities Pro-Sweep

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 220896

Requester's name and address (optional)

6 City, state, and ZIP code

West Palm Beach FL 33422

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	1	–	0	7	0	3	2	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Monica | **Date** 01/06/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
2771 VISTA PKWY UNIT F11
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CLEANING SERVICE	INTERNATIONAL SWEEPING INC		B25.650623 08/07/2025	$33.00	B40114233

This document is valid only when receipted by the Tax Collector's Office.

INTERNATIONAL SWEEPING INC
FACILITIES PRO SWEEP
PO BOX 220896
WEST PALM BEACH FL 33422-0896

17
7 - 4241

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200704960
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Facilities *Pro-Sweep*

Street Sweeping Proposal

City of Boynton Beach

07/23/2026
City of Boynton Beach

- Broom sweep designated roadways within the City of Boynton Beach. The sweeper truck will remove sand and dirt from roadways and curbs.
- Stormwater drains systems will benefit from less pollution and city will be cleaner for residents and tourists visiting.
- Water system to assist with dust control will be used during service.
- This contract will be a piggyback of the contract that we Facilities Pro-Sweep have with the City of Palm Beach Gardens.

The price per mile is based on a regular street sweeping service with normal amounts of debris collected. The price per mile does not include hurricane clean-ups, emergencies, or situations where streets and roads have not been swept for a long period and have an abnormal amount of debris present. Street miles below were an estimated amount given by The City of Boynton Beach. City will have to confirm amount of miles and ensure that both sides of road as well as median is included. If vehicles or obstacles are on the roadway in a designated area requiring to be swept, that area will be marked as complete due to there being an uncontrollable obstruction in the path of the sweeper.

Cost: $13,591.24 per month (Sweep 118 miles once per week)

Cost: $1,151.80 per month (Sweep 10 miles once per week of designated residential roadways. This service will have to be done along the 118 miles)

Total per month: $14,743.04

Breakdown:

$26.58 per mile X 118 miles per week = $3,136.44 per week

$3,136.44 per week X 52 weeks in one year = $163,094.88 per year

$163,094.88 per year / 12 months = $13,591.24 per month

$26.58 per mile X 10 miles per week = $265.80 per week

265.80 per week X 52 weeks in one year = $13,821.60 per year

$13,821.60 per year / 12 months = $1,151.80 per month

$1,151.80 per month + $13,591.24 per month = $14,743.04

Thais Correa-Lopes

Field & Project Manager

Cell: (561) 676 -2558

Approved By: _____

Title: _____

Date: _____

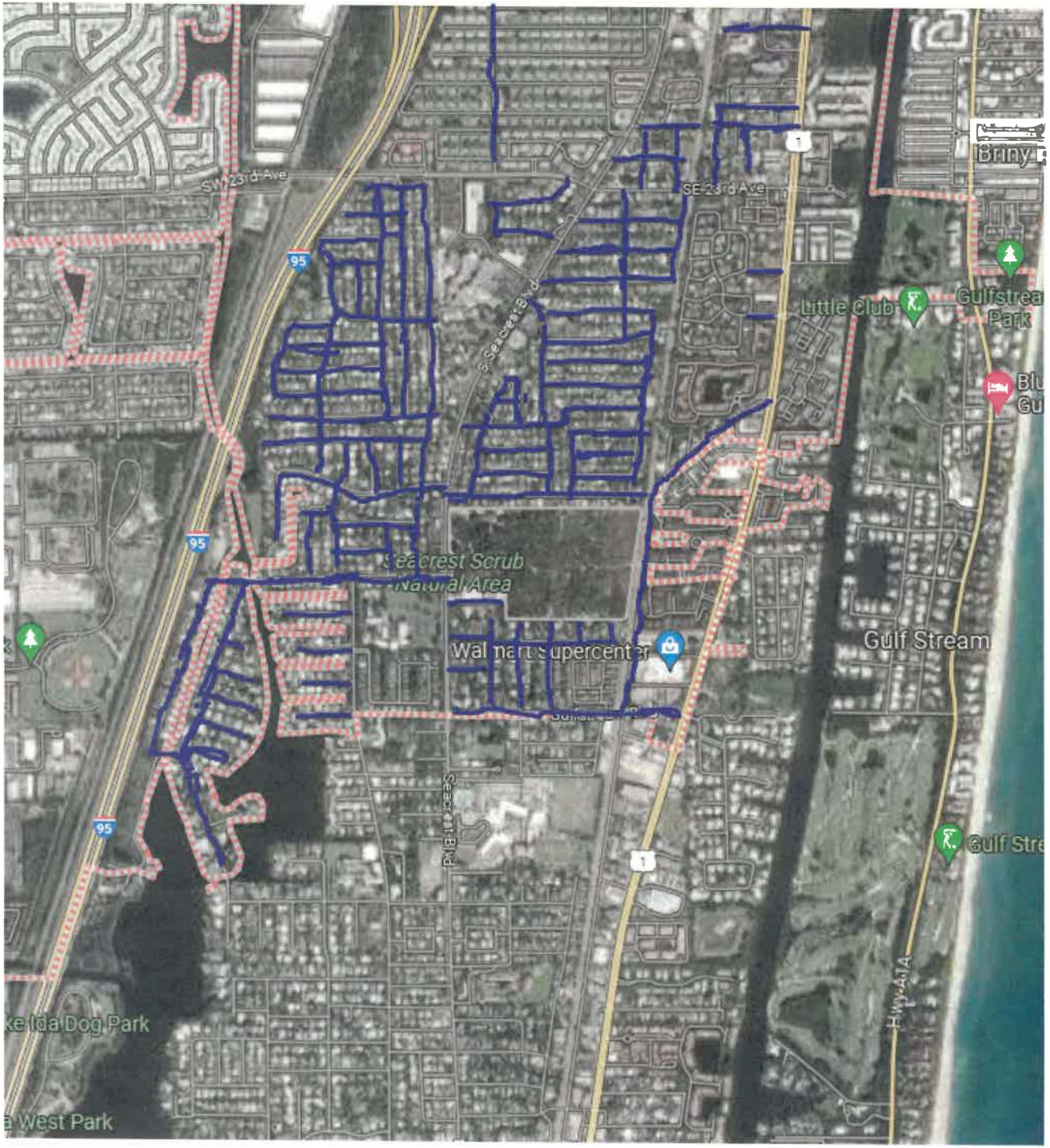
Billing Address: _____

_____

Rotation Schedule

Extended through 9/28

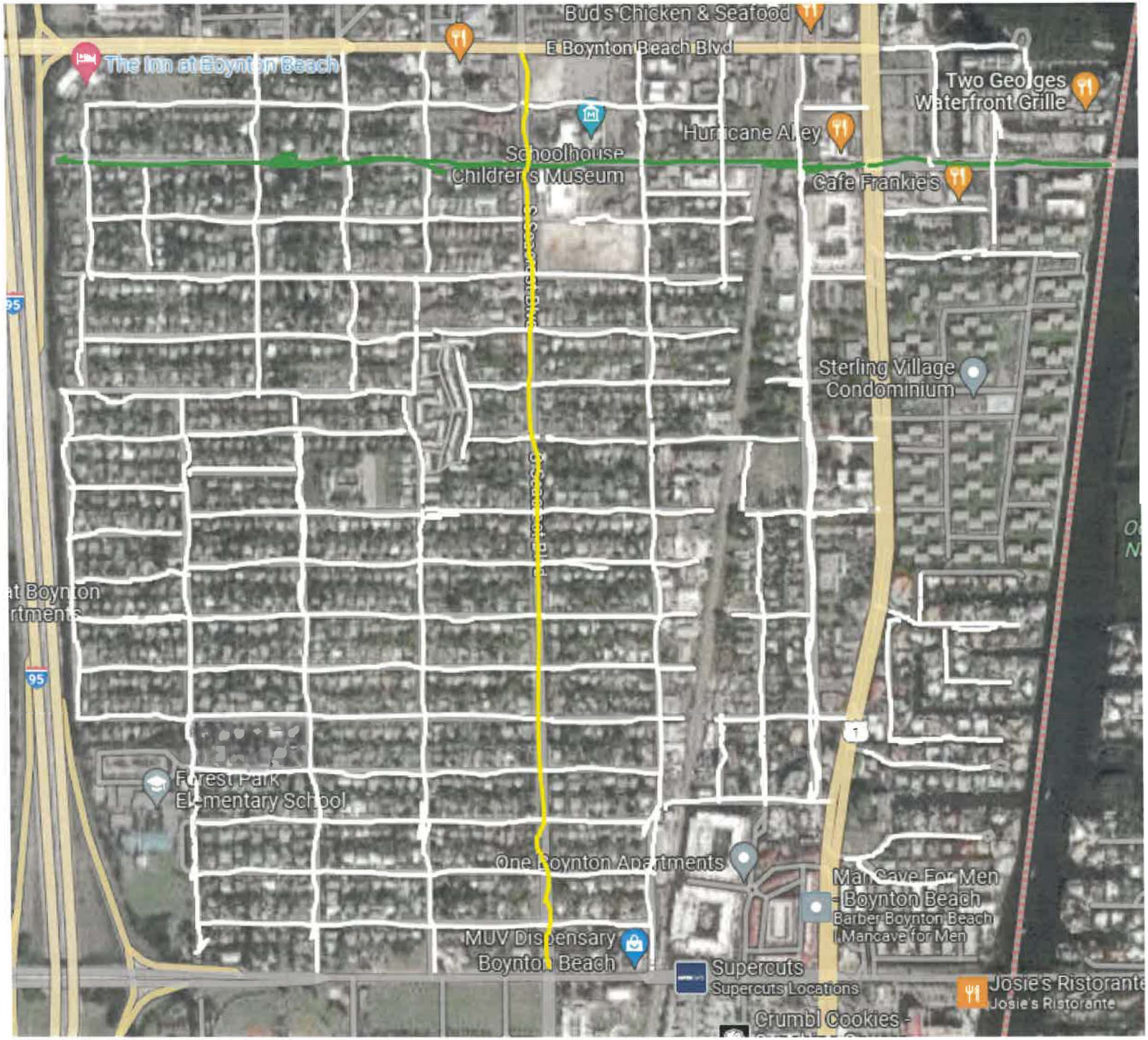
Rotation	Area	Additional Dates
#1	Chapel Hills	**10/5, 12/14, 2/23, 5/3, 7/12, 9/20**
#2	Forest Hills Neighborhood	**10/12, 12/21, 3/2, 5/11, 7/19, 9/27**
#3	Skylake Neighborhood	**10/19, 12/28, 3/9, 5/18, 7/26**
#4	Ridgewood Hills Estates / Boynton Hills	**10/26, 1/4, 3/15, 5/24, 8/2**
#5	Leisureville, Golfview Harbor & Lake Boynton Estates	**11/2, 1/11, 3/22, 5/31, 8/9**
#6	Fleet Yard *(Quarterly/Rotation)*	**11/9, 1/18, 3/29, 6/7, 8/16**
#7	Water Plant *(Quarterly/Rotation)*	**11/16, 1/25, 4/5, 6/14, 8/23**
#8	Rolling Greens	**11/23, 2/1, 4/12, 6/21, 8/30**
#9	Quantum	**11/30, 2/8, 4/19, 6/28, 9/6**
#10	Meadows / Boynton Lakes	**12/7, 2/16, 4/26, 7/5, 9/13**



CHAPEL HILLS

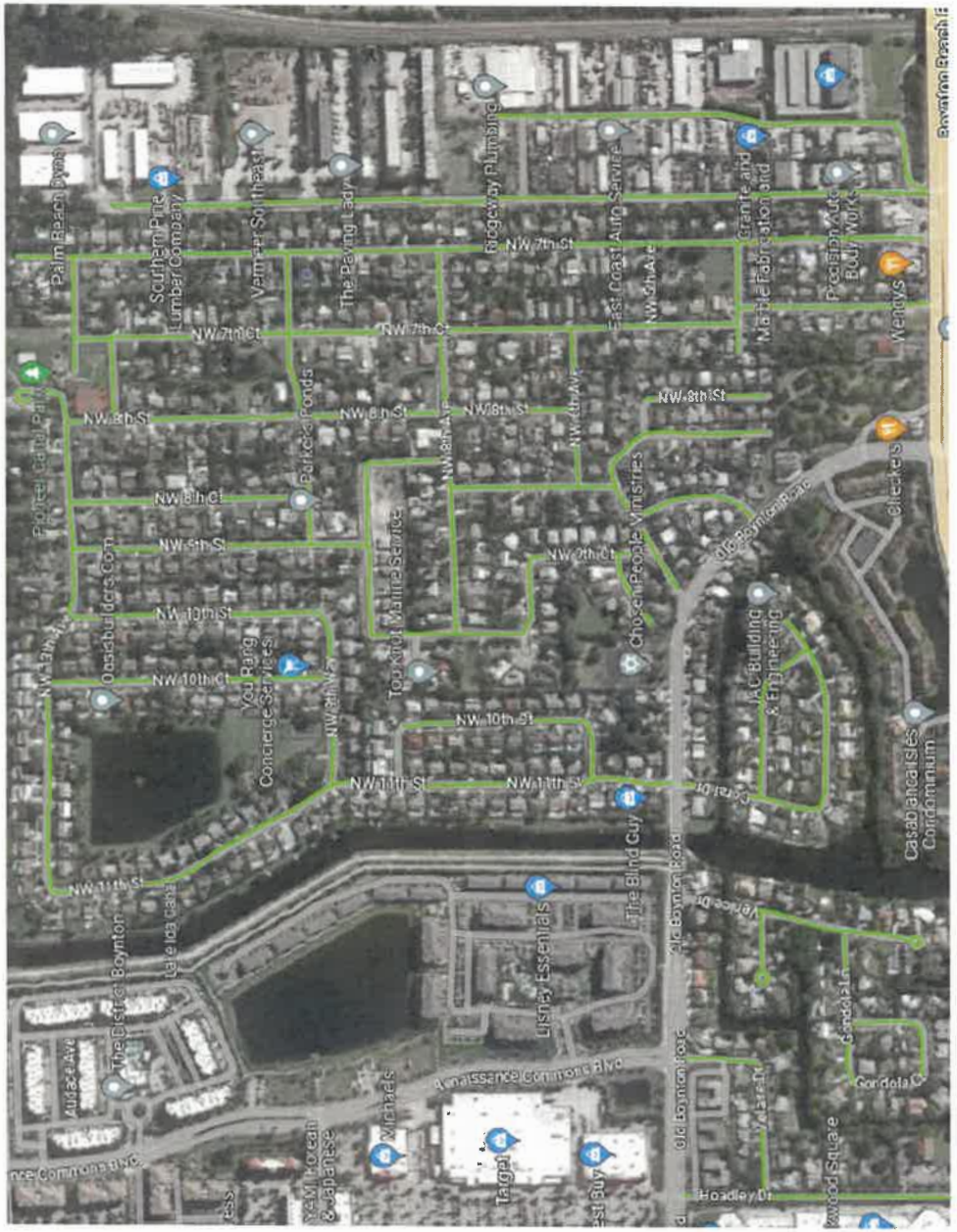
(Furthest South)

Rotation #1



FOREST HILLS NEIGHBORHOOD

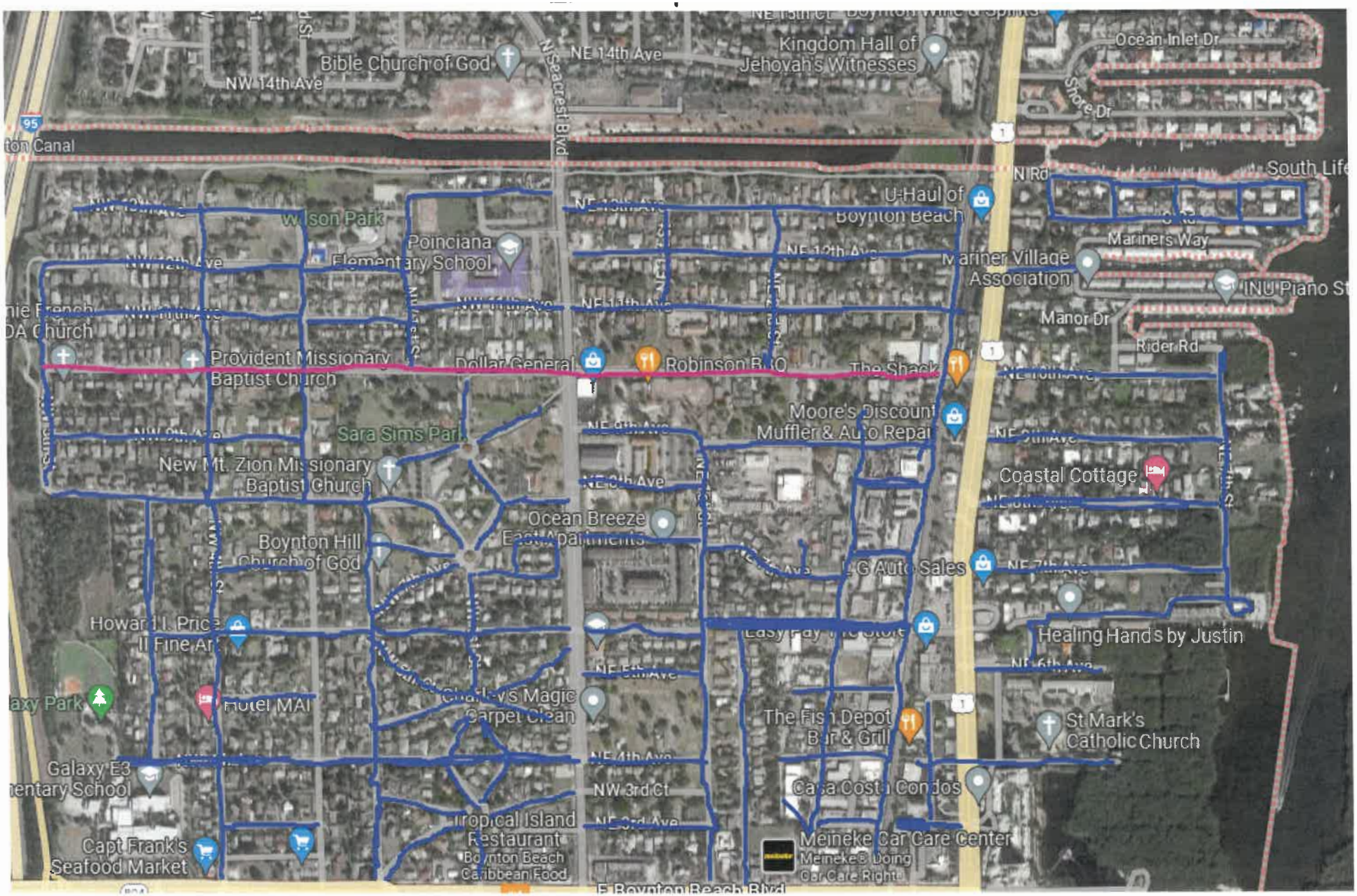
Rotation #2

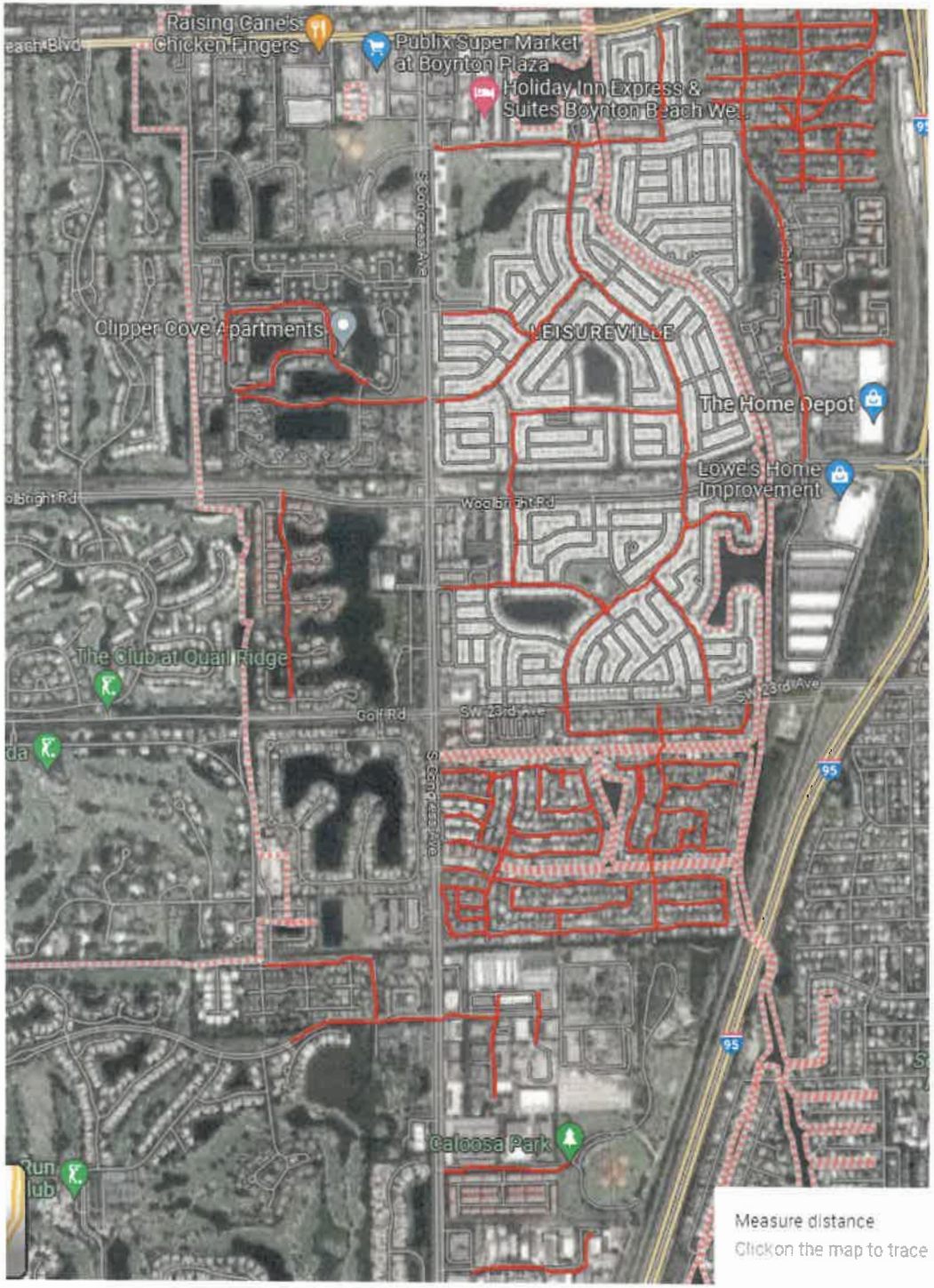


SKYLAKE NEIGHBORHOOD

Rotation #3

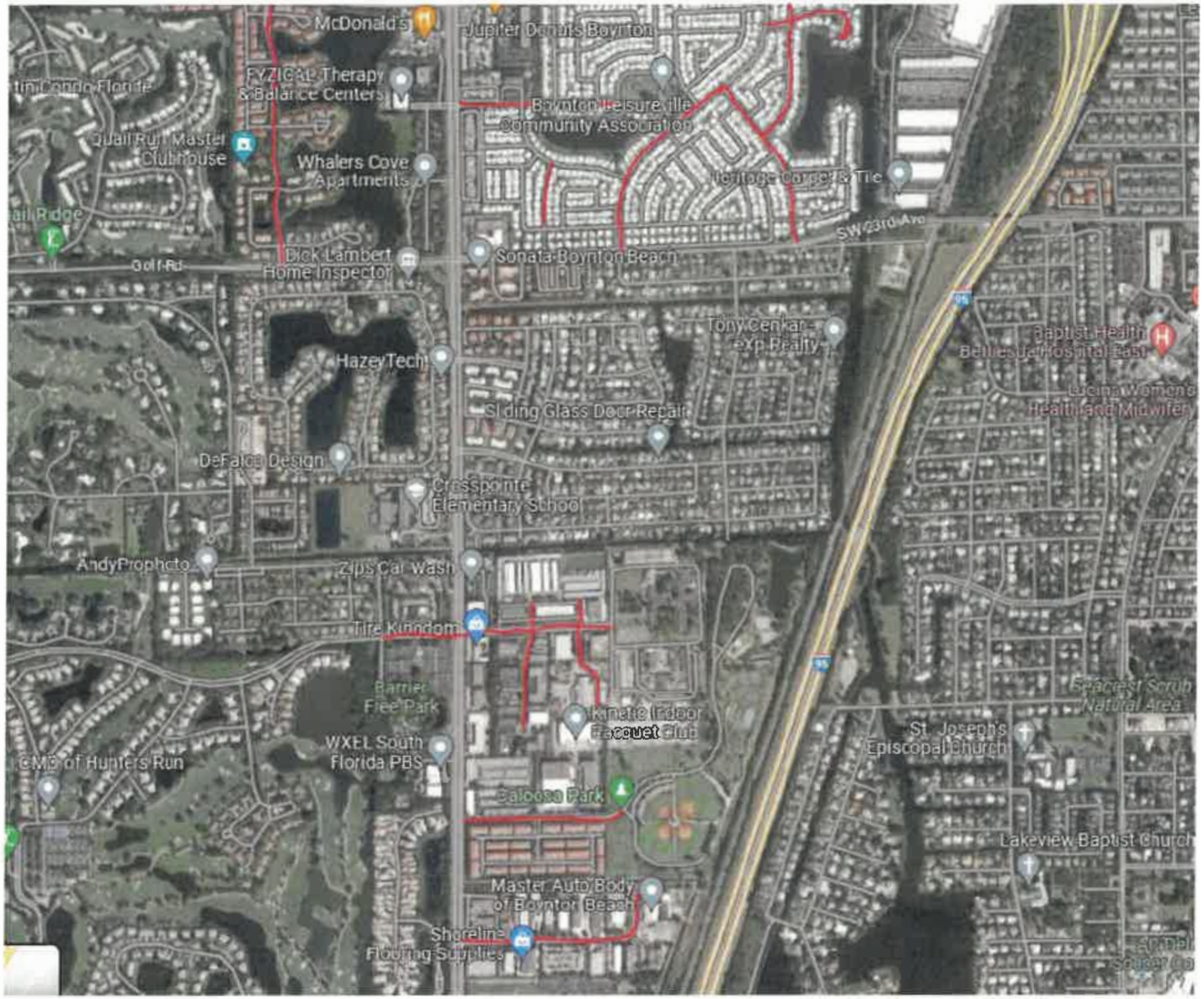
RIDGEWOOD HILLS ESTATES / BOYNTON HILLS
Rotation #4





LEISUREVILLE, GOLFVIEW HARBOR & LAKE BOYNTON ESTATES

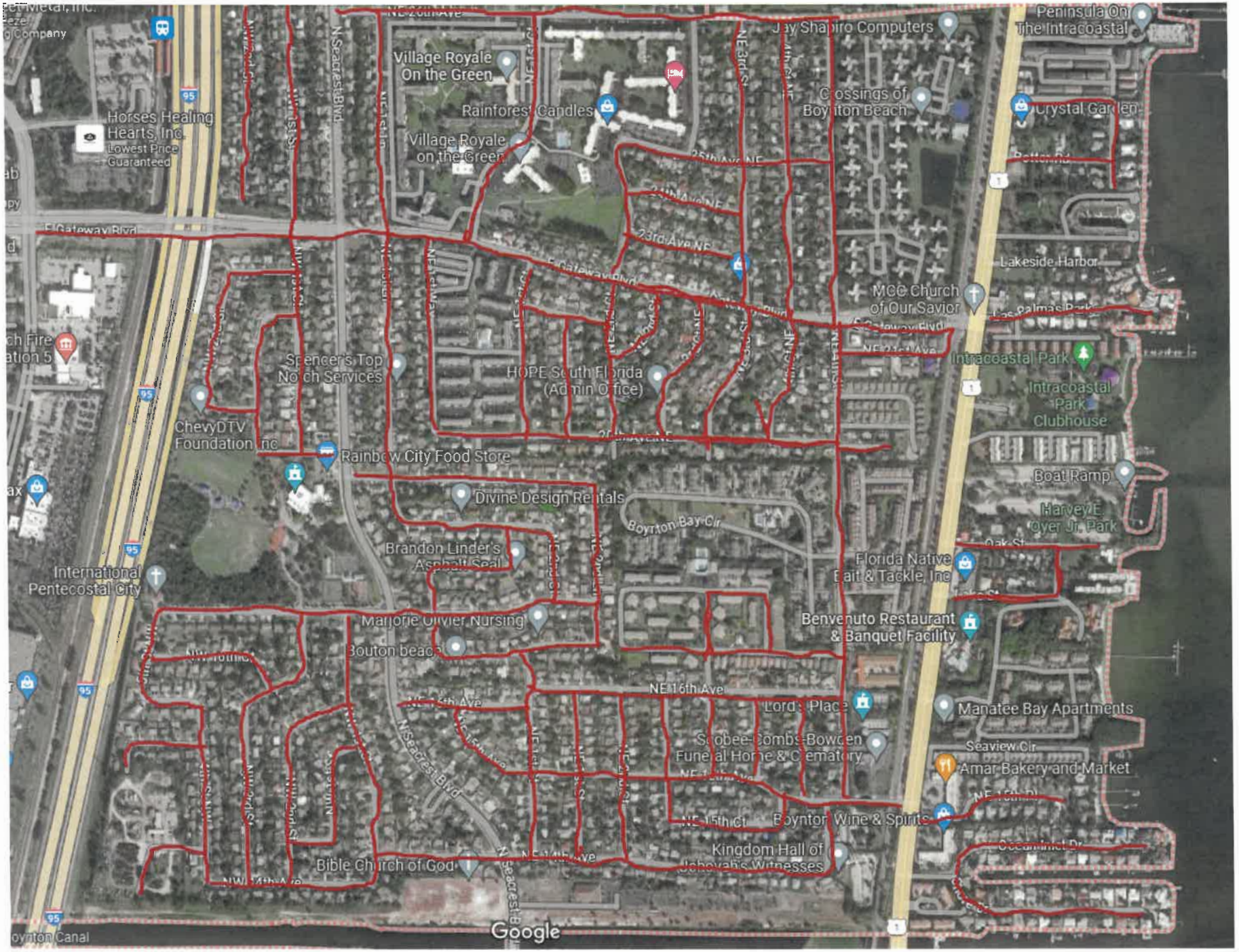
Rotation #5
(sheet 1)

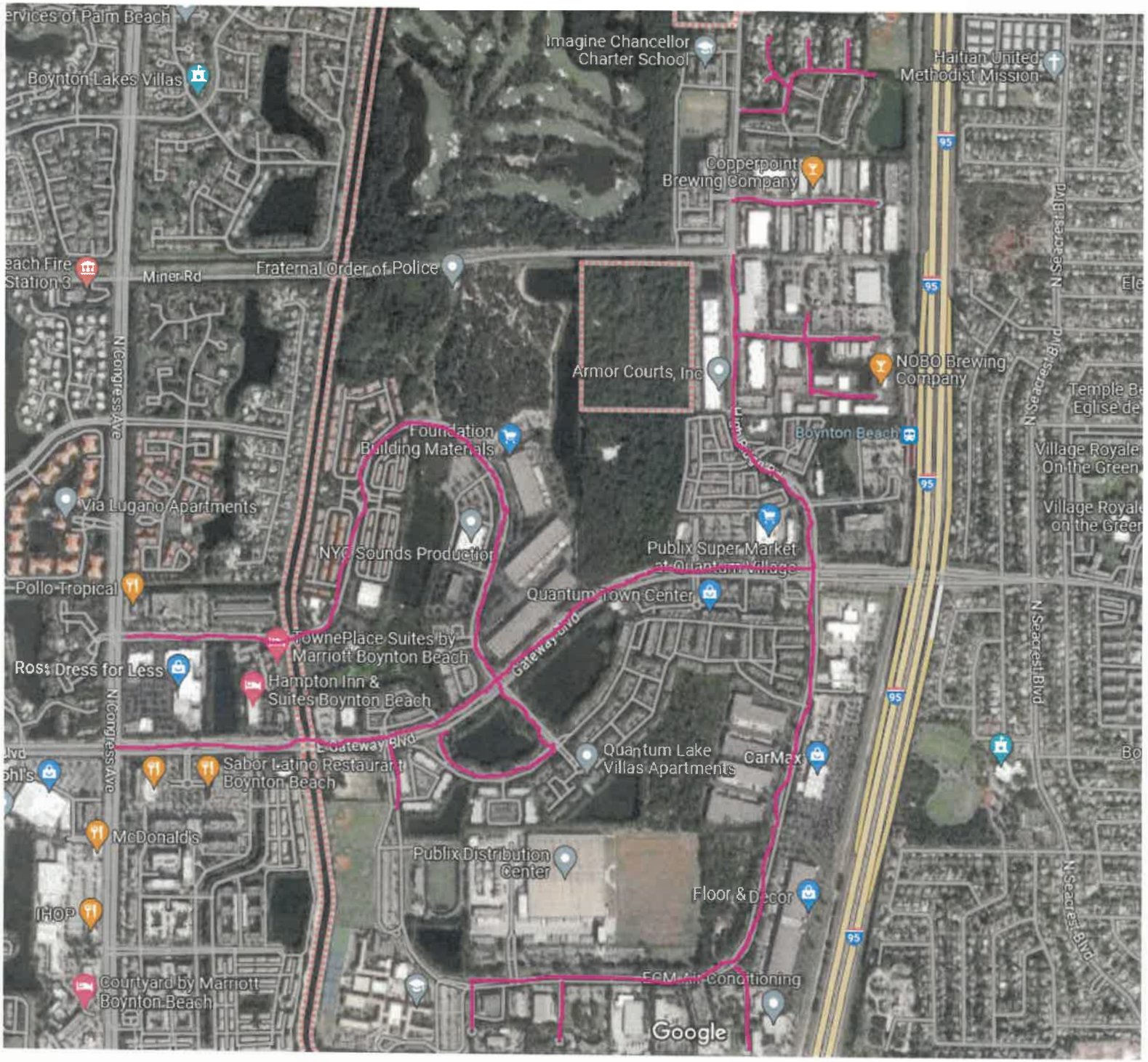


LEISUREVILLE, GOLFVIEW HARBOR & LAKE BOYNTON ESTATES

Rotation #5 (sheet 2)

ROLLING GREENS
Rotation #8

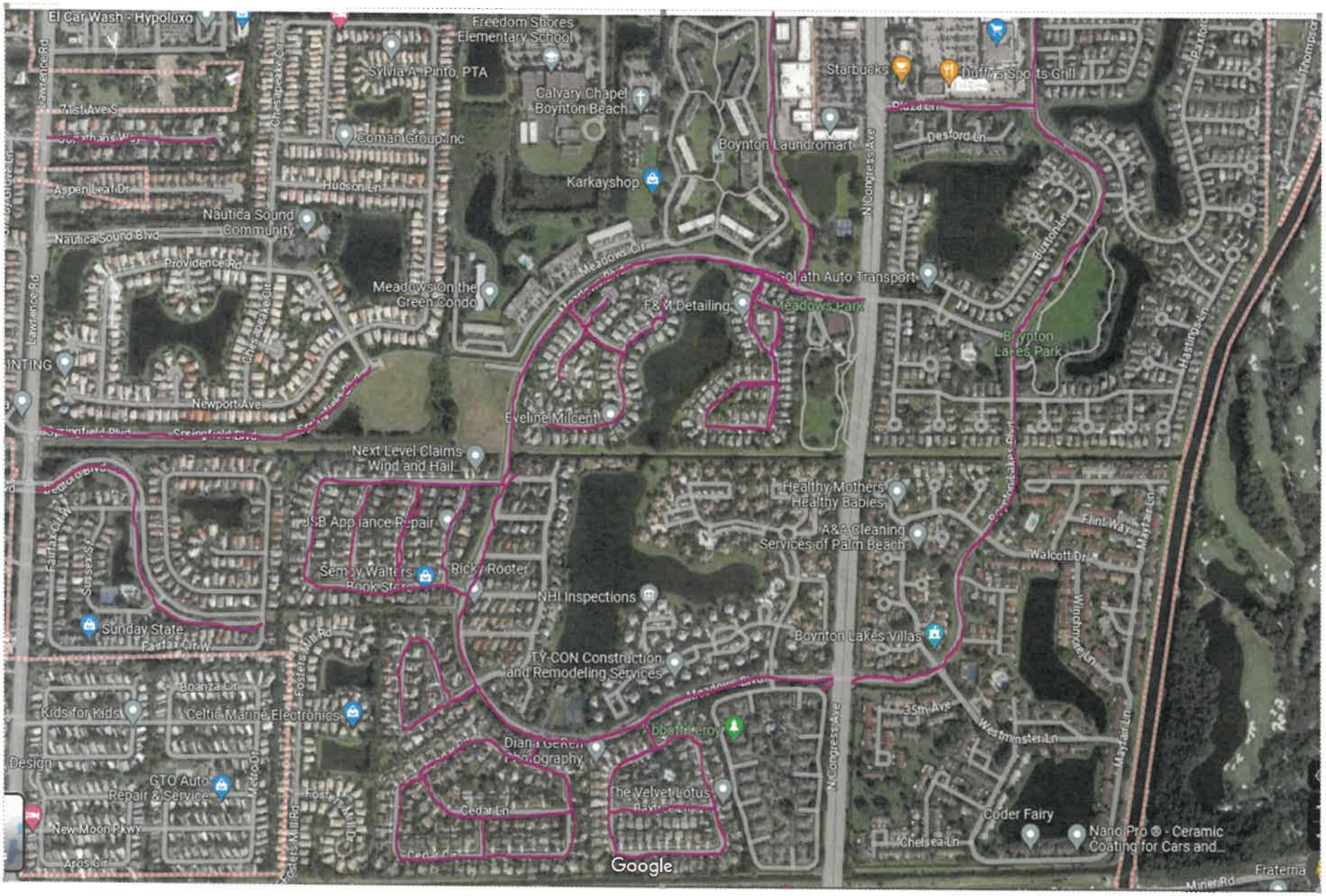




QUANTUM

Rotation #9

MEADOWS / BOYNTON LAKES Rotation #10



INTESWE-01 DRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Growth Insurance Services LLC 2056 Vista Pkwy Ste 350 West Palm Beach, FL 33411-6756	CONTACT NAME: Dianthe Charron PHONE (A/C, No, Ext): (561) 868-9000 FAX (A/C, No): E-MAIL ADDRESS: DCharron@patriotgrowth.com
INSURED International Sweeping, Inc. dba Facilities Pro-Sweep 2771 Vista Parkway, Unit F11 West Palm Beach, FL 33411	INSURER A : Monroe Guaranty Insurance Company — NAIC # 32506 INSURER B : Brierfield Insurance Company — 10993 INSURER C : National Trust Insurance Company — 20141 INSURER D : Insurance Company of the West — 27847 INSURER E : Homesite Insurance Co of Florida — 11156 INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		GL100101193-01	5/10/2026	5/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 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			CA100101194-01	5/10/2026	5/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB100101195-01	5/10/2026	5/10/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WFL 5047662 07	5/10/2026	5/10/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution Liability			EVC-700174-00	5/10/2026	5/10/2027	Each Occurrence	1,000,000

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

If required by written contract, the following apply in favor of the City of Boynton Beach, its officers, employees, and agents:

General Liability: Additional Insured for ongoing and completed operations, on a primary & noncontributory basis per #CGL 084 (02-21);

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Risk Management
100 E Ocean Avenue
Boynton Beach, FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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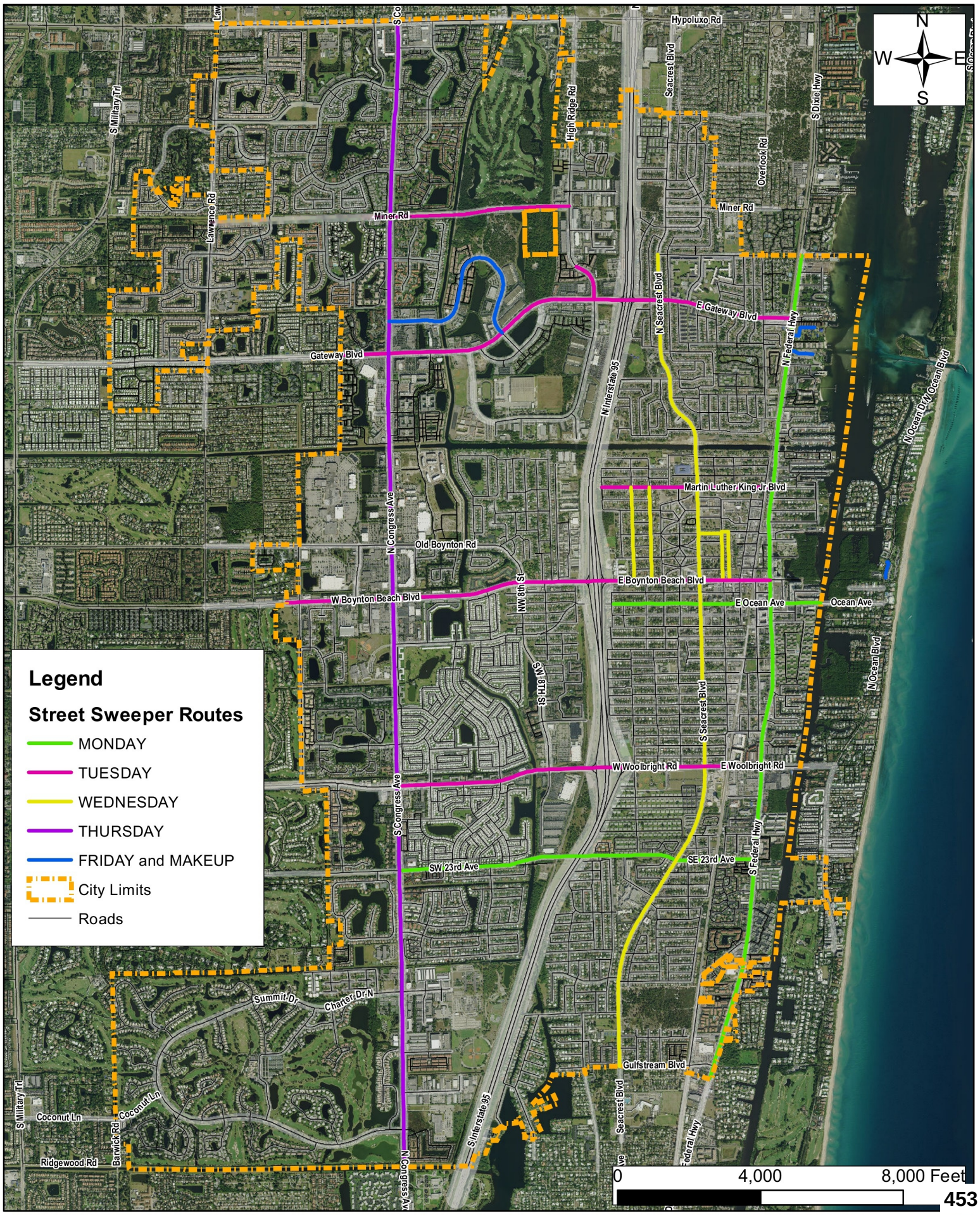
City of Boynton Beach Street Sweeper Routes



Beautification & Streets
Public Works

Street Sweeping Services

10-20-26

Scope of Service

Broom Sweeping

Designated roadways within the City of Boynton Beach. The sweeper removes sand and dirt from roadways and curbs.

Cleaner Stormwater & City

Stormwater drain systems benefit from less pollution, and the city is cleaner for residents and tourists.

Dust Control

A water system assists with dust control during service.

Piggyback Contract

Service is a piggyback of the Facilities Pro-Sweep contract with the City of Palm Beach Gardens.

Street sweeping scope covers regular service with normal amounts of debris collected.

Pricing Summary

$26.58 per mile, swept once per week

118 miles

Once per week

$13,591.24

per month

10 miles

Designated residential roadways, once per week. Done along the 118 miles.

$1,151.80

per month

Total

Both services combined

$14,743.04

per month

Cost Breakdown

Service	Rate per mile	Per week	Per year (x 52)	Per month (/ 12)
118 miles per week	$26.58	$3,136.44	$163,094.88	**$13,591.24**
10 miles per week (residential)	$26.58	$265.80	$13,821.60	**$1,151.80**
Total		**$3,402.24**	**$176,916.48**	**$14,743.04**

Residential roadways (10 miles) are swept along the 118-mile route.

Terms & Assumptions

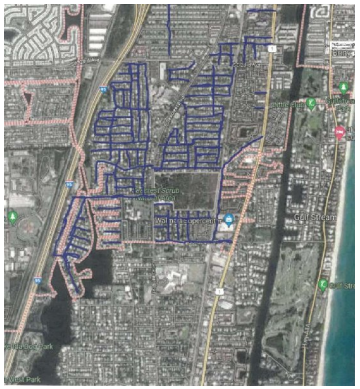
Price basis	Per-mile price is based on regular sweeping with normal amounts of debris.
Exclusions	Hurricane clean-ups, emergencies, and streets not swept for a long period with abnormal debris are not included.
Mileage	Street miles are City estimates. The City confirms miles and that both sides of the road and medians are included.
Obstructions	If vehicles or obstacles block the roadway in a designated area, that area is marked complete.

Rotation Schedule (Additional Service Areas)

#	Area	Additional Dates
#1	Chapel Hills	10/5, 12/14, 2/23, 5/3, 7/12, 9/20
#2	Forest Park Neighborhood	10/12, 12/21, 3/2, 5/11, 7/19, 9/27
#3	Skylake Neighborhood	10/19, 12/28, 3/9, 5/18, 7/26
#4	Ridgewood Hills Estates / Boynton Hills	10/26, 1/4, 3/15, 5/24, 8/2
#5	Leisureville, Golfview Harbor & Lake Boynton Estates	11/2, 1/11, 3/22, 5/31, 8/9
#6	Fleet Yard (Quarterly/Rotation)	11/9, 1/18, 3/29, 6/7, 8/16
#7	Water Plant (Quarterly/Rotation)	11/16, 1/25, 4/5, 6/14, 8/23
#8	Rolling Greens	11/23, 2/1, 4/12, 6/21, 8/30
#9	Quantum	11/30, 2/8, 4/19, 6/28, 9/6
#10	Meadows / Boynton Lakes	12/7, 2/16, 4/26, 7/5, 9/13

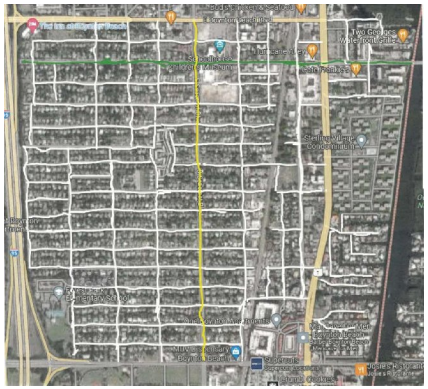
Schedule extended through 9/28.

Service Areas: Rotations #1 to #4



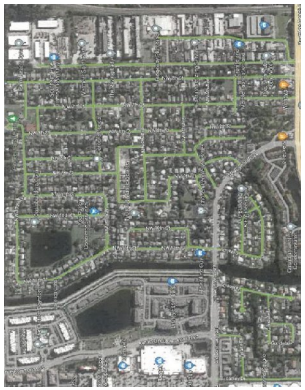
#1

Chapel Hills (Furthest South)



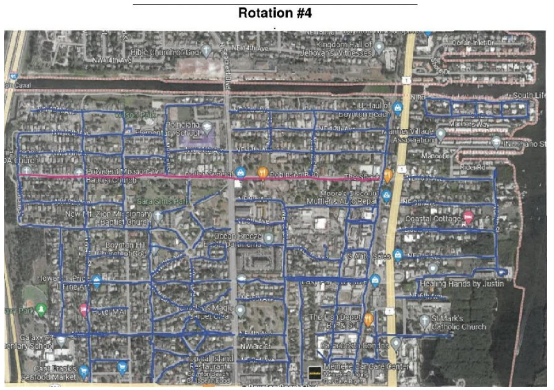
#2

Forest Park Neighborhood



#3

Skylake Neighborhood



#4

Ridgewood Hills Estates / Boynton Hills

Service Areas: Rotations #5, #8 to #10



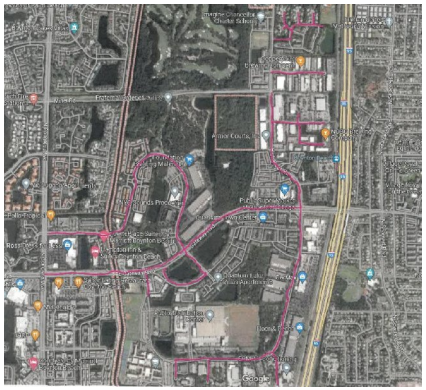
#5

Leisureville, Golfview Harbor & Lake Boynton Estates



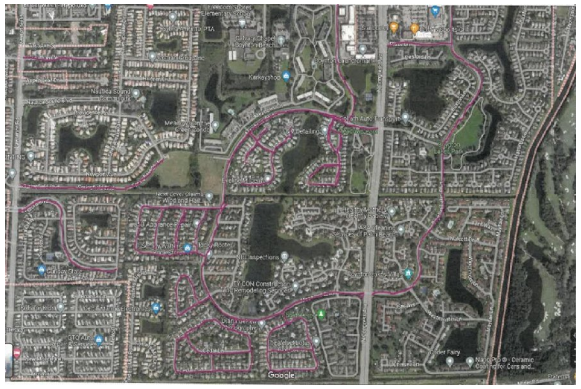
#8

Rolling Greens



#9

Quantum



#10

Meadows / Boynton Lakes



Questions?

FACILITIES PRO-SWEEP

Thank you

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-191- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving a Piggyback Agreement between the City and T-Mobile USA, Inc. for Mobile Communication Services (including cellular voice and data services, devices, accessories, and related telecommunications services), utilizing the State of Florida Department of Management Services Contract No. DMS-19/20-006B, which was competitively procured by the State through an Invitation to Negotiate and renewed through August 3, 2031; authorizing an annual expenditure in an amount not to exceed $30,000.00 with a total contract expenditure in an amount not to exceed $150,000.00; for a term commencing upon full execution by both parties and continuing through August 3, 2031, subject to the continued validity or extension of the underlying State contract; and providing an effective date.

Requested Action: Staff recommends approval of the proposed Resolution No. R26-191.

Explanation of Request: The police department is requesting approval to enter into a Piggyback Agreement with T-Mobile USA, Inc. for mobile communication services utilizing State of Florida Department of Management Services Contract No. DMS-19/20-006B.

The State of Florida competitively procured the underlying contract through an Invitation to Negotiate for Mobile Communication Services, including cellular voice and data services, cellular data-only services, telecommunications services, cellular phones, associated devices, accessories, and related features.

The proposed agreement will allow City departments to purchase T-Mobile cellular voice and data services, devices, and other related telecommunications services under the pricing, terms, and conditions established by the State of Florida master agreement.

The original State contract was established between the Florida Department of Management Services and T-Mobile USA, Inc. under Contract No. DMS-19/20-006B. The State subsequently exercised a five-year renewal extending the master agreement from August 4, 2026 through August 3, 2031.

The City's Piggyback Agreement will commence upon full execution by both parties and remain in effect through August 3, 2031, subject to the continued validity or extension of the underlying State contract.

How will this affect city programs or services? Approval of the agreement will provide City departments with an established contractual vehicle for acquiring cellular voice and data

services, mobile devices, accessories, and related telecommunications services from T-Mobile.

The agreement provides the City with access to the pricing and service structure established under the State of Florida's competitively procured master agreement while avoiding the need for a separate City solicitation for substantially the same services. The contract also provides access to services intended to support both general government and public safety mobile communications needs.

Approval will provide an additional telecommunications service option that can be utilized where operational requirements, network coverage, service resiliency, or departmental needs make T-Mobile an appropriate provider.

Budgeted Item: Yes

Account Line Item and Description: Actual expenditures will be based on services and equipment ordered by City departments and will be charged to the applicable departmental operating budgets.

Procurement Methodology Bids and Purchases Only: This is a piggyback procurement under Section IX, Alternatives to Formal Sealed Bids, of the City's Purchasing Policy. Piggyback contracts significantly benefit the City of Boynton Beach by providing a cost-effective and efficient way to procure goods and services. By leveraging agreements already in place with other governmental entities, the City can avoid the time-consuming and expensive process of issuing its own competitive bids. This allows quicker access to needed resources while often securing more favorable pricing due to the economies of scale achieved through larger contracts. Additionally, piggybacking ensures the City can tap into pre-vetted vendors who have already been thoroughly evaluated, reducing administrative burdens and risks associated with vendor selection. Ultimately, piggyback contracts streamline procurement, save taxpayer money, and improve the efficiency of City operations.

Fiscal Impact: The agreement establishes an annual not-to-exceed amount of $30,000.00 for mobile communication services, devices, and related telecommunications services purchased from T-Mobile USA, Inc.

The maximum potential expenditure is $30,000 per fiscal year, subject to annual budget appropriation. The agreement remains in effect through August 3, 2031, unless terminated earlier or affected by expiration or termination of the underlying State of Florida master agreement.

Attachments:
R26-191_Agenda_Item_5035-2026_-_Resolution_R26-XXX_Piggyback_-_T-Mobile_USA_-_Cellular_Services - REVISED.docx
Exhibit A to Resolution - Piggyback Agreement - City of Boynton Beach - FL State_Rider - T-Mobile - Vendor signed 8.4.2026 - 8.31.2031
Exhibit A to Piggyback Agreement - T-Mobile Contract, Proposal, Notice of Intent to Award - CN-720000-TC11411
Exhibit A - T-Mobile Renewal CN-720000-TC114-1 2026-2031 (1).pdf

RESOLUTION NO. R26-191

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH T-MOBILE USA, INC. FOR CELLULAR VOICE AND DATA SERVICES, CELLULAR DEVICES, AND RELATED TELECOMMUNICATIONS SERVICES, FOR A TERM COMMENCING UPON FULL EXECUTION THROUGH AUGUST 3, 2031, IN AN ANNUAL AMOUNT NOT TO EXCEED $30,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires cellular voice and data services, secure access to MyFloridaNet through cellular data-only devices, and other related telecommunications services, cellular phones, associated devices, accessories, and features for all City departments ("Services"); and

WHEREAS, on October 7, 2020, the State of Florida, Department of Management Services ("DMS") issued an Invitation to Negotiate ("ITN") under Section 287.057(1)(c), Florida Statutes, to establish a master agreement for Mobile Communication Services, including the Services, as part of the DMS SUNCOM group; and

WHEREAS, DMS found T-Mobile USA, Inc. ("Vendor") to be a responsive, responsible vendor and awarded it Contract No. DMS-19/20-006B for an initial five (5) year term, which DMS has renewed and amended by Amendment No. 1 for a renewal term of August 4, 2026, through August 3, 2031 (collectively, the "Master Agreement"); and

WHEREAS, Section IX, Alternatives to Formal Sealed Bids, Paragraph 7, State Contract, and Paragraph 8, Piggy-backing, of the City's Purchasing Policy Manual authorize the City to utilize contracts awarded by the State of Florida, Department of Management Services, and to piggyback contracts awarded by other governmental agencies where the originating entity complied with requirements equal to or exceeding the City's requirements; and

WHEREAS, the City's departments are requesting the City enter into a Piggyback Agreement with the Vendor to ensure the continued provision of the Services to all City departments at competitively established pricing; and

WHEREAS, under the Piggyback Agreement, the City will compensate Vendor pursuant to the rates set forth in the Master Agreement, in an annual amount not to exceed Thirty Thousand Dollars ($30,000.00); and

WHEREAS, the term of the Piggyback Agreement commences upon full execution by the parties and continues through August 3, 2031, coterminous with the Master Agreement, and any renewal of the Piggyback Agreement is subject to the renewal or extension of 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 the Piggyback Agreement with the Vendor for cellular and related telecommunications services in an annual amount not to exceed $30,000.00.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for cellular voice and data services, cellular devices, and related telecommunications services, for a term commencing upon full execution through August 3, 2031, in an annual amount not to exceed $30,000.00 (the "Piggyback Agreement"), in form and substance similar to that attached as **Exhibit A**.

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

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

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

RESOLUTION NO. R26-191

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Docusign Envelope ID: F380909A-A805-8EE3-82BF-8111671B468C

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND T-MOBILE USA, INC.

This Piggyback Agreement ("Agreement")is made as of this __ day of _____, 2026, by and between T-Mobile USA, Inc. (FEI/EIN Number: 91-1983600), with a principal address of 12920 SE 38th Street, Bellevue, WA 98006, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on October 7, 2020, the State of Florida, Department of Management Services issued an "Invitation to Negotiate" (ITN) under section 287.057 (1)(c), Florida Statutes, to establish a Master Agreement for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunications services, cellular phones, associated devices, accessories and features, collectively referred to as Mobile Communication Services (MCS) which is part of the DMS SUNCOM group; and

WHEREAS, the State of Florida, Department of Management Services ("Department" or "DMS") found T-Mobile USA ("Vendor") to be a responsive, responsible bidder and awarded it a five-year (5) contract with an option upon written agreement, the Department (DMS) and the Contractor may renew the Contract, in whole or in part, for up to five (5) additional years in accordance with Section 287.057 (13), F.S. and Rule 60A-1.048, Florida Administrative Code (F.A.C). Contract No. DMS-19/20-006B, as renewed and amended by Amendment No. 1 thereto (collectively, the "Master Agreement"), contract term August 4, 2026, through August 3, 2031; and

WHEREAS, the City desires to obtain the Services from Vendor; and

WHEREAS, the City's Purchasing Policy Section IX – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations 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, in order to ensure the continued cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, the City Departments are requesting to enter into a Piggyback Agreement with the Vendor to provide cellular services, cellular phones and other telecommunication services for all City Departments; and

Docusign Envelope ID: F380909A-A805-8EE3-82BF-8111671B468C

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."**

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

AGREEMENT

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

2. **Term:** The term of this Agreement commences on full execution by the parties and will remain in effect until August 3, 2031 ("Term"). The 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. The Master Agreement is incorporated herein by reference only to the extent applicable to the Services provided to the City. The City shall compensate Vendor pursuant to the rates outlined in the Master Agreement in an annual amount not to exceed Thirty Thousand Dollars ($30,000.00), exclusive of applicable government-imposed taxes, surcharges, and fees chargeable under Section 3.8 ("Taxes") of the Master Agreement. The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

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: T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
ATTN: Senior Vice President, T-Mobile for Government

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Email: QABusiness@T-Mobile.com
With a copy to: T-Mobile USA, Inc, Legal Department – Sales & Distribution (at the same address as above)
Email Copy to: Legal_Government_Contracts@T-Mobile.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 33425.
   Email: COBBInvoices@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. 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 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 except for any taxes, surcharges, or fees authorized by Florida or Federal law. 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, to the extent applicable, 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, to the extent applicable to the Services performed under this Agreement, 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

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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, to the extent required under Chapter 119, Florida Statutes, transfer to the City, at no cost to the City, all public records relating to the Services performed under this Agreement in Vendor's possession. All records stored electronically by Vendor in connection with the Services performed under this Agreement must be provided to the City, upon request from the City's custodian of public records, in a format reasonably compatible with the City's then-current 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.

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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 or cured within thirty (30) days after written of the dispute shall be submitted and resolved in accordance with Section 6.2 ("Dispute Resolution, Governing Law, and Vendue") of the Master Agreement.

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. An electronic signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute 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 / OTHER TERMINATION.** This Agreement may be terminated for convenience by either party with at least thirty (30) calendar days' advance written notice to the other party. Each Party acknowledges that it has received good, valuable, and sufficient consideration of the other party's right to terminate this Agreement for convenience, including in the form of the obligation to provide advance written notice of such termination in accordance with this section. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the

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public health, safety, or welfare. If this Agreement is terminated pursuant to this section, Vendor shall be paid for any Services properly performed through the effective date of termination, subject to any right of City to retain any sums otherwise due and payable, and City shall have no further obligation to pay Vendor for Services under this Agreement. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement, subject to Section 7.4 ("Limitation of Liability") of the Master Agreement..

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, provided that the City first provides Vendor with written notice specifying the failure and an opportunity to sure such failure within thirty (30) calendar days after receipt of notice.

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 third-party claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City 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 such third-party 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 reasonable attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. Notwithstanding the foregoing, Vendors indemnification obligations under this Section shall be subject to Section 7.3 ("Indemnification") of the Master 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, the parties' liability under this Agreement shall be subject to Section 7.4

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("Limitation of Liability") of the Master Agreement,.

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, which consent shall not be unreasonably withheld, 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 for Services not yet rendered, and the City shall remain responsible for payment of all Services rendered through the effective date of termination.

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.

29. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

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, City Clerk

T-MOBILE USA, INC.

DocuSigned by:
Peter Vargas 10/12/2026
3D82F780D88948D...
(Signature)

Peter Vargas
Print Name of Authorized Official

Director, Public Sector & Education - South Region
Title

Approved by:
DocuSigned by:
Florick Dino
B690B61B18D2433...
T-Mobile USA, Inc. Legal Department
Date: 10/12/2026

(Corporate Seal)

Attest/Authenticated:

Signed by:
Annette Marie Bisbee
FEE8BA19F5DD4E5...
(Signature), Witness

Annette Bisbee, Sr. Contracts Negotiation Manager
Print Name 10/12/2026

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EXHIBIT A

MASTER AGREEMENT BETWEEN STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES AND T-MOBILE USA, INC.

Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006B

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

T-MOBILE USA, INC.

CONTRACT

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Exhibits:

Attachment A – Definitions and Acronyms
Attachment B – Final Statement of Work:
    Exhibit 1 to Attachment B – T-Mobile Employee Plan
Attachment C – Final Service Level Agreements
Attachment D – Contractor's Pricing, which consists of:
    Exhibit 1 to Attachment D – Vendor's Services and Discounts Pricing
    Exhibit 2 to Attachment D – Vendor's Device List
    Exhibit 3 to Attachment D – Additional Terms for Master Account Wireless Service
Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Attachment F – ITN DMS-19/20-006
Attachment G – Additional Terms and Conditions

CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and T-Mobile USA, Inc., (Contractor) with offices at 1000 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, each a "Party" and collectively referred to herein as the "Parties." The terms "Party" and "Parties" are defined as provided in this paragraph whether capitalized or not, unless stated otherwise.

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer, as defined in Attachment A, Definitions and Acronyms, to do so. The Department will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Notwithstanding the foregoing, the suspension of wireless services under the Contract is limited to two (2) ninety (90) day periods (a total of 180 days) per twelve (12) month period. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract for convenience. If the Department fails to provide notice in accordance with this section, suspended lines will be automatically restored to active billing status on the 91st day following each suspension period. Suspension of work will not entitle the Contractor to any additional compensation. However, the Customer will remain responsible to compensate Contractor for services ordered and delivered under the terms of this Contract through the date of termination. For the avoidance of doubt, the Contractor will not be compensated for any suspended services during the time of suspension.

1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. The Department shall provide Contractor thirty (30) days' advanced written notice of such termination. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) terminate the Contract pursuant to Rule 60A-1.006, F.A.C, by notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified timeframe, which shall generally not be less than thirty (30) days from such notice, or (b) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work:
    a. Exhibit 1 to Attachment B – T-Mobile Employee Plan
4. Attachment C – Final Service Level Agreements;
5. Attachment D – Contractor's Pricing, which consists of:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing (i.e., End-User Price List)
    b. Exhibit 2 – Vendor's Device List
    c. Exhibit 3 – Additional Terms for Master Account Wireless Services
6. Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.
8. Attachment G – Additional Terms and Conditions

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Competitive Pricing

The Parties agree to review on an annual basis the competitiveness of the prices stated in the Contractor's most recent EUPL for services, features and devices by comparing the combined pricing for all services, features and devices provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States State government customer for a mix of services, features and devices substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving services, features and devices from the Contractor at a combined price below the pricing on the Contractor's current EUPL, the Contractor shall submit an updated EUPL with revised lower pricing; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from services, features and devices provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts. In connection with the review described in this Section 3.2.2, Contractor has no obligation to provide DMS with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period provided the Customer meets all qualifications of the promotion. Contractor must submit documentation to the Customer and to the Department identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices.

3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time. Requested terms and conditions may be added to the PO, subject to negotiation between the Customer and Contractor.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and electronic invoices should include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due without prior receipt of a written notice of nonpayment, three (3) contact attempts, and a minimum sixty-one (61) day period after payment due date for State agency Customers to cure a payment default.

3.5 Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the

Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida or Federal law. The Contractor is authorized to collect government-imposed taxes, surcharges, and fees.

3.9 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within two (2) billing cycles after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Caitlen Boles
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 410-1423
Email: Caitlen.Boles@dms.fl.gov

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 921-0857
Email: jonathan.rakestraw@dms.fl.gov

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Raghib Quereshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 413-0319
Email: raghib.qureshi@dms.fl.gov

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Michaela Clairmonte
T-Mobile USA, Inc.
12502 Sunrise Valley Drive, Reston, VA 20191
Telephone: (703) 433-8581
Email: Michaela.Clairmonte@t-mobile.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

Mike Wood
T-Mobile USA, Inc.
5010 Bayou Blvd #109, Pensacola, FL 32503
Telephone: (850) 356-1755
Email: Michael.Wood@t-mobile.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a written change request to the Contractor. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Managers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and do not require an amendment or change request.

5.3 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 Designated Centralized Nonprofit Agency

Subject to the agency determination and to the extent applicable as provided for in section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE

PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

Subject to the agency determination and to the extent applicable as provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication 1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act,, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

Any dispute concerning performance of the Contract, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other party in accordance with Contract Section 5.1, Notices. The Parties shall designate individuals with authority to resolve the dispute, which for the Department, will be the Department's Contract Manager, and such individuals shall work diligently and in good faith to resolve the dispute within sixty (60) days. If the dispute cannot be resolved after sixty (60) days, the dispute shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy

is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county within the State of Florida chosen by the Department.

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the

suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the DMS Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

SECTION 7. WORKERS' COMPENSATION, GENERAL LIABILITY INSURANCE, INDEMNIFICATION, AND LIMITATION OF LIABILITY

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation, as evidenced by a Certificate of Insurance satisfactory to the Department, for the protection of employees not otherwise protected. The Contractor must require all subcontractors to similarly maintain Workers' Compensation Insurance for all of the latter's employees.

7.2 General Liability Insurance

At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall carry insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certificate(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

Upon receipt of notice from its insurer(s), the Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation of any required insurance that is not replaced at least thirty (30) calendar days prior to cancellation. In the event of cancellation, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all third-party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer, nor shall the foregoing indemnification obligations apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order.

If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it, in accordance with the Contract terms and conditions, to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

7.4 Limitation of Liability

For all claims against the Contractor under any PO, CSA, or contract entered into under this Contract, and regardless of the basis on which the claim is made, the Contractor's liability under such a PO, CSA, or contractfor direct damages shall be limited to the greater of $100,000 or two (2) times the dollar amount of such PO, CSA, or contract.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The limitations of this section do not apply to the Contractor's obligations under section 7.3. Indemnification, and section 9.5, Other Indemnifications and Credit Monitoring, of the Contract.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under

Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for third-party claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Contractor.

The Parties agree that this Contract does not contemplate any development work, e.g., of software or any other intellectual property, for or on behalf of Customer that requires additional IP ownership rights to vest in Customer.

In the event the Parties agree that the Contractor will perform custom development work for or on behalf of Customer, which development work warrants the license or assignment of additional IP rights to Customer, the Parties shall enter into a separate agreement setting forth the work to be completed, the fees to be paid, and the rights to be assigned.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will implement and maintain best practices for technical and organizational controls to protect the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other applicable State or federal rules and regulations regarding security of information. The

State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States.

Notwithstanding the previous statement, services under this Contract relating to help desk services, system maintenance, and order processing review may be performed outside of the United States. Access to data that is not classified as personal information pursuant to section 501.171, F.S., or data that is not classified as confidential or exempt pursuant to any other Florida or federal law is allowed from outside the United States under this Contract, provided that the access is provided in compliance with Chapter 60GG-2, F.A.C.

Except as provided above, the Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States. The Contractor will not store any State Data outside of the United States.

The Contractor shall comply with section 501.171, F.S. The Parties agree that the Contractor shall provide the notifications required by sections 501.171(3) and (4), F.S. on behalf of the Department, in accordance with section 501.171(6)(b), F.S.

9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall follow and maintain its written security policy. The security policy or a high-level summary of the security policy subject to DMS acceptance is subject to disclosure within thirty-six (36) hours upon written demand by the Department or its designated agents or auditors and are subject to audit and screening. The security policy may be substituted with a high-level summary of the security policy. The high-level summary of the security policy is subject to DMS acceptance.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. To the extent known, the identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and provide access to the written policy (or the aforementioned high-level summary) and information

required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $5,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data while it is within the Contractor's control. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable in writing or by phone, but in all instances no later than one (1) Business Day of confirmation of Security Breach impacting the Services or credible allegation .

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information, to the extent known or should have been known, that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident, to the extent known or should have been known; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than seventy-two (72) hours from the time of discovery, set up a conference call with the Department's

Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any third-party claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected or by a Security Breach caused by the Contractor's negligence or willful misconduct, or violation of this agreement of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof as it relates to orders provided under this Contract. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s) pursuant to Section 1.3.3 of the Contract. The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor in writing. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) business days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) business days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants the same level of preferential treatment that it would grant to similarly situated government Customers with respect to devices, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review copies of all the Contractor's and subcontractor's relevant data and records that directly relate to the Contract. The Parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, providing services directly under o the Contract, may be inspected by the Department upon fifteen (15) days' written notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents providing services directly under this Contract are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts directly relating to the Contract. The State of Florida's Chief

Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work related to this Contract, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

12.3 Document Inspection

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of Contractor that are directly related to the performance of Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of Contractor which the Department determines are necessary to monitor the performance of Contract or to ensure that the terms of the Contract are being met. Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will have conducted a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and

2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file or applicable Contractor system. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years, where six (6) years of historical information is available, from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years where six (6) years of historical information is available from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

Contractor will ensure that all background screening of key staff will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all key staff have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract.

In addition, the Contractor shall ensure that all key staff have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon fifteen (15) days prior written notice to the Contractor during the term of the Contract. The parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. The Department will have the right to inspect the Contractor's working area, computer systems, and/or locations to ensure that Access to State Data is secure and that the background screening process is in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To use its commercially reasonable efforts to promote the equitable utilization of this Contract to Other Eligible Users to any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all applicable state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer.

This section does not govern Contractor or third-party software (which includes applications and enhancement software) sold separately, which are not necessary to provide the WDS, WVS, or public safety services under this Contract (as examples device operating software or device firmware).

Any software (which includes applications and enhancement software) licensed separately by the Contractor or its third-party supplier to Customers for use will be governed by the written terms and conditions applicable to such software or application (e.g., End User License Agreements (EULAs)).

When Customers purchase any software (which includes applications and enhancement software) licensed separately, applicable terms and conditions (e.g., EULAs will be provided to Customers and may be provided via URL or click-through at point of sale or upon login to the third-party software application. The Contract will take precedence over any and all EULA's conflicting terms. Any provisions in applicable terms and conditions that require the Department to indemnify the Contractor are inapplicable.

SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2845 SPECIAL CATEGORIES

CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that is reasonably likely to have a material adverse impact on the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed.

The Contractor must notify the Department of any legal actions filed against it for a breach of a contract that is of similar size and scope to this Contract within thirty (30) days of the action being filed, unless such legal action is withdrawn or dismissed within such thirty (30) day period. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall within five (5) calendar days notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department, which shall not be unreasonably withheld.

However, the Contractor may assign its right to receive payment under the Contract without the Department's consent upon written notice to the Department, with documentation supplied to the Department as required.

In the event of any permitted assignment, the Contractor remains secondarily liable for performance of the Contract, unless such responsibility is waived by the Department in writing. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity at Contractor's expense, it may be returned within thirty (30) days of receipt, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure owned by the Contractor (e.g., bidirectional amplifiers, including antennas and power), Contractor will remove the commodity (except for cabling) from the premises within thirty (30) days, after notification of rejection, removal fees may be applicable, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure, commodities not removed by the Contractor within thirty (30) days of receipt of notification will be deemed abandoned by the Contractor, and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with applicable requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

8/4/2021

Date

T-MOBILE USA, INC.

DocuSigned by:

8F686CC69437430...

Signature

David Bezzant Vice President

Print Name and Title

7/26/2021

Date

Approved As To Legal Form:

DocuSigned by:

DFB5948D4...

T-Mobile USA, Inc. Legal Dept

Date: 7/26/2021

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Contract No.: DMS-19/20-006B
Attachment A – Definitions and Acronyms

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

Access	When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.
Business Days	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.
Contractor	The Responsive and Responsible Respondent, awarded this Contract pursuant to ITN No. DMS-19/20-006. This definition supersedes the definition in section 287.012(7), F.S.
CPNI	Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.
CRR	Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.
CSAB	Communications Service Authorization and Billing system. https://portal.suncom.myflorida.com/start/#/login
Customers	The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.
End-user	The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.
EUPL	End User Price List
HA/HR	Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.
IP	Internet Protocol
IPsec	An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration.

IPsec Tunnel	Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.
MFN	MyFloridaNet
OEU	Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations.
Person	When capitalized in Sections 9 and 13 of the Final Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.
Reply	A formal response to ITN No. DMS-19/20-006.
Respondent	An entity that submitted a Reply to ITN No. DMS-19/20-006.
SLA	Service Level Agreement
SLA Clock	Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.
SNMP	Simple Network Management Protocol
State	The State of Florida
State Data	All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.
Subcontractor	A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.
VPN Concentrator	Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.
VRF	Virtual Routing and Forwarding
WDS	Wireless Data Service
WVS	Wireless Voice Service

T-MOBILE FOR GOVERNMENT

BAFO
State of Florida
ITN NO: DMS-19/20-006

May 14, 2021

REDACTED COPY

Mike Wood
Government Account Executive
850-356-1755
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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Best and Final Offer

ATTACHMENT A – STATEMENT OF WORK

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

INVITATION TO NEGOTIATE

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

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1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as "Service Level Agreements" or "SLAs") are specified on Attachment C – Service Level Agreements.

1.1 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.2 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.3 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:
https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

1.4 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

1.4.1 EUPL and Vendor's Device List

The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings.

The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices, and/or features provided at no cost should be identified as $0.00. Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices. All devices shall include an AC charger at no additional cost, however additional or replacement AC chargers may be offered with a cost associated. Contractor's may offer a price discount if a chargeable device is sold without an AC charger included.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the EUPL is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1. Smartphones
    a. Operating system, camera, removable memory (if available), hearing aid compatibility, mode, and other features.
    b. At least one (1) unlocked iPhone and one (1) unlocked Android smartphone.
2. Air Cards, USBs, and hotspots
    a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3. Tablets
    a. Operating system, camera, removable memory (if available), and other features.
4. Basic Phones.
    a. At least one (1) basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5. Accessories
    a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6. Public Safety Wearables
    a. Contractor's EUPL should state service prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The EUPL should include, as applicable, the following information for provided services and devices, at a minimum:

1. Non-pooled Plans
    a. Pricing and details of all non-pooled plans, which may include:
        i. Voice per minute rate plans: usage based, limited
        ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
        iii. Messaging plans: limited and unlimited

iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.

i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.

ii. Description of billing for calls directly dialing or receiving from the same carrier.

iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.

iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2. Pooled Plans

a. Pricing and details of all pooled plans, which may include:

i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:

i. how the minutes are aggregated and credits are applied;

ii. how a Customer can have more than one pool;

iii. rollover minutes;

iv. pool limitations, e.g., limits to the number of users; and

v. included features, such as call waiting.

3. Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:

i. Standalone push-to-talk and add-on push-to-talk plans.

ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

iii. Description of services included in the monthly recurring costs and included features

1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.

2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.

3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4. Machine-to-Machine
    a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
        i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.
    b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.
    c. Description of services included in the monthly recurring costs and included features.
        i. Detail how measured usage is billed.
        ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
5. Discounts
    a. All proposed discounts off accessories and devices.
    b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
        i. Describe any additional proposed discounts, such as 100% discount off activation fees.
        ii. Specific pricing for devices should be listed in the Vendor's Device List.
6. Additional Features, Fees, and Other Items
    a. The EUPL may describe and detail any additional offerings that are contemplated within the SOW.
        i. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
        ii. The EUPL may also include tiered pricing.
    b. There will be no activation fees for services and devices purchased off the Contract.
    c. There are no termination fees for services purchased off of the Contract.
    d. Rate plans shall be month to month, unless otherwise agreed in writing by the DMS Contract Manager.
    e. In the event that a rate plan includes a device subsidy and the Customer terminates services early, the Contractor may bill the Customer for the unpaid portion of the subsidized amount on the Customer's invoice. For example, a device is offered at discounted price if purchased with a twenty-four (24) month rate plan. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor's network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

1.4.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the combined pricing is competitive to market rates offered under state government contracts similar in size, scope and terms, specifically that it is equal to or less than combined pricing for similar offerings in the State of Texas, State of California, and State of New York and excluding rates for commercial contracts;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.5 Evolving Technology

This section is applicable to all services and equipment, including devices.

The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.
    b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

[Enter response here – 1,500 words]

T-Mobile Technology Evolution

A. In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate the State to a replacement technology; or (2) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology. This section does not govern any process contemplated within SOW section 1.4, End User Price Lists and Vendor's Device List.

B. If T-Mobile takes any action set forth in subsection A above, T-Mobile will provide advance notice reasonably designed to inform the State (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (1) listed in this Agreement for the State, (2) T-Mobile uses for billing, or (3) set forth in an Order. The State agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

2. Contractor Staffing

This section is applicable to all services.

The terms “Contractor staff” and “staff” include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
    a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within sixty (60) days from Contract execution. **Attachment C, SLA-A1(a).**
    b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
    c. DMS reserves the right to review candidates being considered by the Contractor for a key staff position described in this Contract.
    d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days’ from the date of DMS’s notice to the Contractor.
    e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.

f. Vacancy.
   i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120)day requirement. **Attachment C, SLA-A1(b).**
   ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.
7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as reasonably required by the Department.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
   a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;

b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
c. Respondent's orientation and training for Respondent's staff assigned to the Contract;
d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

[Enter response here – 1,500 words]

T-Mobile acknowledges and is committed to provide the State superior support including delivering on the stated requirements and expectations noted above.

T-Mobile is proud of the Account Team slated to support the State. Their mission is to serve your organization and help address all of your telecommunications needs. They'll work with your account administrators as required within this ITN to provide the reporting and support requested on the agreed upon schedules.

The State can be confident the team will consist of personnel that meet or exceed the requirements via education, certification or equivalent experience. Each will have experience supporting large, government entities like the State. As more State agencies and other eligible entities choose T-Mobile, the account team will grow to ensure the support remains up to standard. New account team members will be trained on the State processes and procedures to facilitate a smooth transition.

When opportunities arise, the State Account Team will have access to the full T-Mobile employee base to bring the expertise, knowledge and know-how to solve issues and recommend advantageous solutions.

The named individuals requested under this section will be designated in the Staffing Organization Chart, to be delivered no later than ~~thirty~~ sixty (~~30~~60) days after Contract execution.

~~Upon award the Account Manager, Project Manager and a Dedicated Care representative will be assigned to the State. The remaining key positions will be assigned to the State and serve as the point person to the State but – initially – they will be providing support to the State and other customers. As the account grows those individuals may be dedicated full time to the State or workload shifted to a greater percentage directed to supporting the State.~~

As an industry leader in wireless services, T-Mobile will provide the State with access to our experienced network professionals to broaden your pool of technical expertise – allowing you to focus on other important matters. Our top-notch team of highly talented,

highly trained technical professionals provides a specialized support that is right on target:

- T-Mobile has many trained engineers skillfully designing and deploying our customers' networks and a large team of individuals dedicated to designing, testing, and evaluating the T-Mobile network.
- T-Mobile has a team of Certified Internet System Security Professionals (CISSPs). The CISSP certification identifies a security professional who has met a certain standard of knowledge and experience and who continues to keep their knowledge current and relevant to what is happening in the practice of information security. The CISSP program certifies IT professionals who are responsible for development of information security policies, standards, and procedures and managing their implementation across an organization. T-Mobile's people and commitment to innovation make these accomplishments possible.
- Finally, T-Mobile has a strong team of Cisco-certified technicians (CCNAs), we are among the top for CCDA certifications.

T-Mobile has established employee training based on regulatory and compliance requirements to help ensure appropriate use, handling, and incident reporting. T-Mobile supports internal and external training programs for its employees enabling them maintain industry recognized credentials. In summary, T-Mobile is supported by the strongest force of certified engineers in the industry.

Finally, we recognize the State may request a change in account team personnel and we're willing to address any concerns you may have with a particular account team member. Upon the occasion a change is requested, T-Mobile will work with the State to resolve the issue within the ninety (90) -day timeframe. Although we cannot agree staff assignments will be subject to the approval of the State, we will make all reasonable efforts to address the State's concerns and objectives.

2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS during the Contract term, including renewals. This is a required key staff position

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the

Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.
4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager. This is a required key staff position that must remain filled until the Contractor completes, and the Department accepts, the project closure documentation required by Statement of Work section 3.26.4.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications or equivalent experience:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current project management certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA,

a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS, or at least two (2) years of equivalent work experience in lieu of a current project management certification.

2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
3. Five (5) years or more of engineering work experience.

2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. The individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications or equivalent experience:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3. Services and Devices for Mobile Communication Services

3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses, or a range of IP addresses, to be associated with wireless devices.. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. For closed user groups the Contractor must configure 1) public IP addresses owned by the State and Other Eligible Users or 2) private IP addresses furnished by the State and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers in public user groups.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS. In accordance with SOW Section 3.15, Contractor will configure Contractor's end of the tunnels, and the Customer will be responsible for the Customer's end of the VPN.

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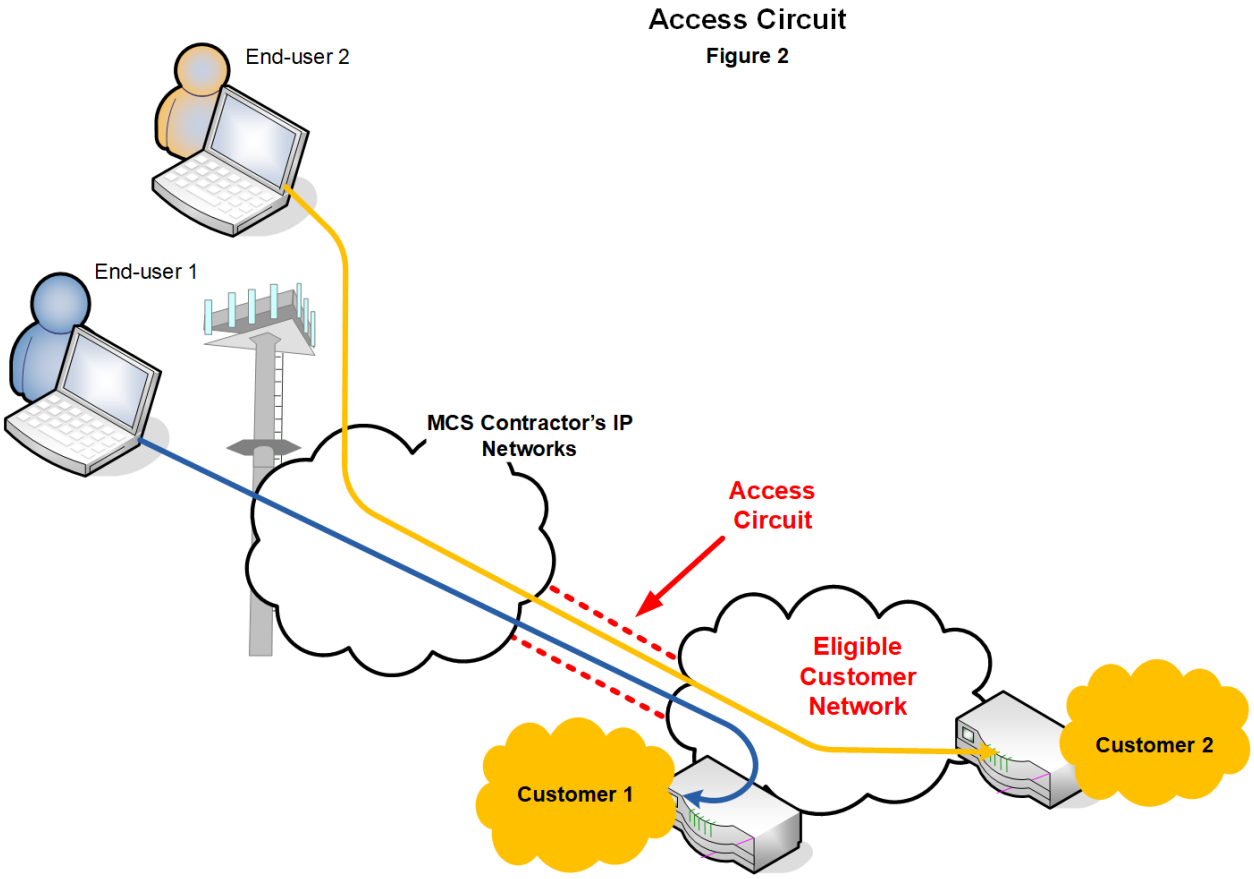


No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.5 Wireless Data Service - Closed User Groups

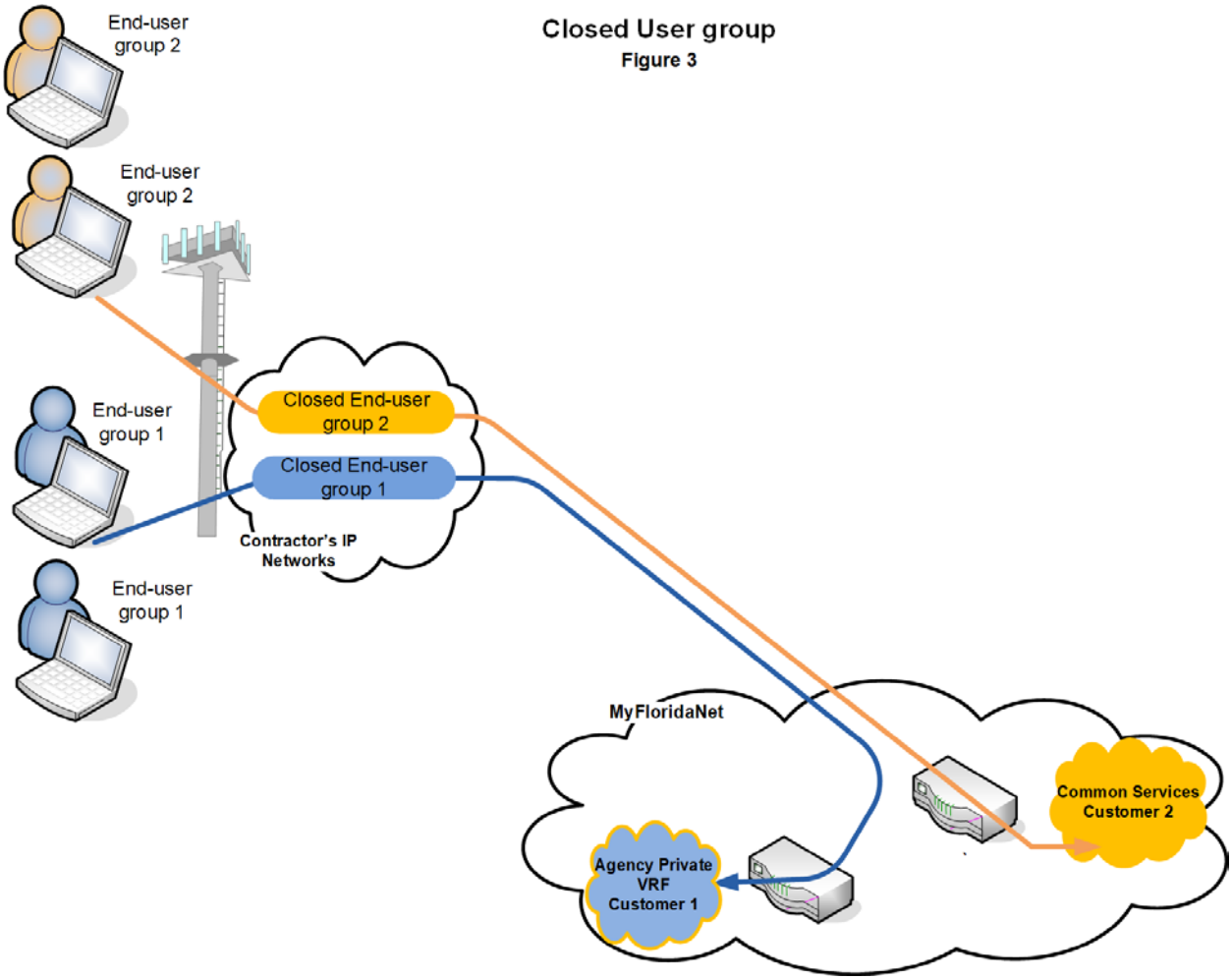
This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out

of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.



Closed User group
Figure 3

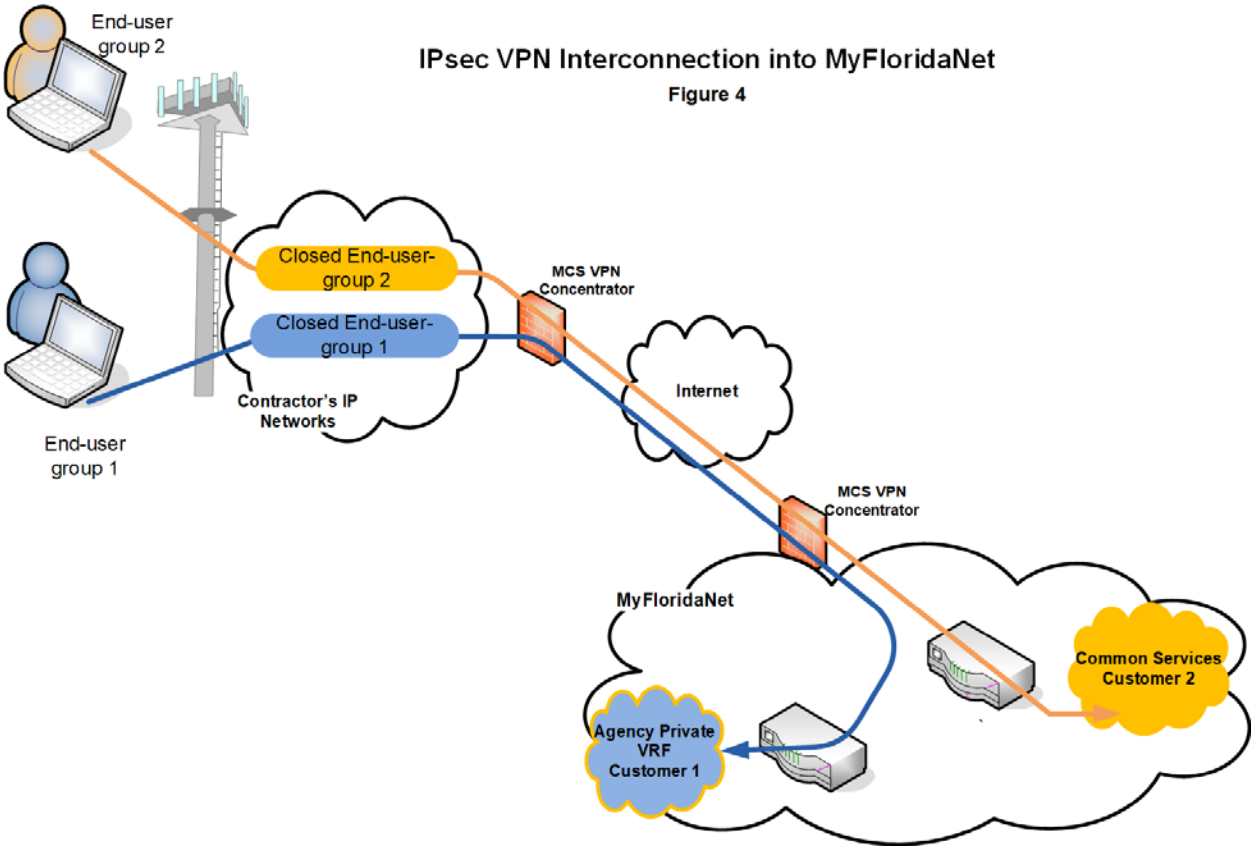
No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



IPsec VPN Interconnection into MyFloridaNet
Figure 4

The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover, or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the secondary MFN IPsec concentrator. Within Figure 4 above, this is shown as "MCS VPN Concentrator" directly adjacent to the MFN section. This is currently rented from and managed by the MFN contractor. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection

design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity specific to the Contractor's owned network to network connections and devices. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access (or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process) to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

IPsec Parameters		T-Mobile Parameters
IKA (SA)	Main Mode	Meet
Encryption Strength	3DES	Exceed: T-Mobile Minimum is AES256
Authentication	Pre-Shared Key	Meet
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)	Meet
Perfect Forward Secrecy	Pfs	Meet

Data Integrity Hash Algorithm	SHA	Meet
IPsec (SA)	Quick Mode	Meet
Security Association (SA) Lifetime	86,400 seconds (maximum)	Meet
Authentication Type	HMAC-SHA	Meet
Security Association (SA) Lifetime	28,800 seconds (maximum)	Meet
Simultaneous Active Tunnels	1,000 (minimum)	Meet

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.
4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.
7. Respondents may also propose an alternative design.

[Enter the response here as needed to provide a complete response]

The T-Mobile LTE network delivers IP connectivity to a mobile device anywhere within T-Mobile's nationwide network as well as within the LTE networks of T-Mobile's data roaming partners.

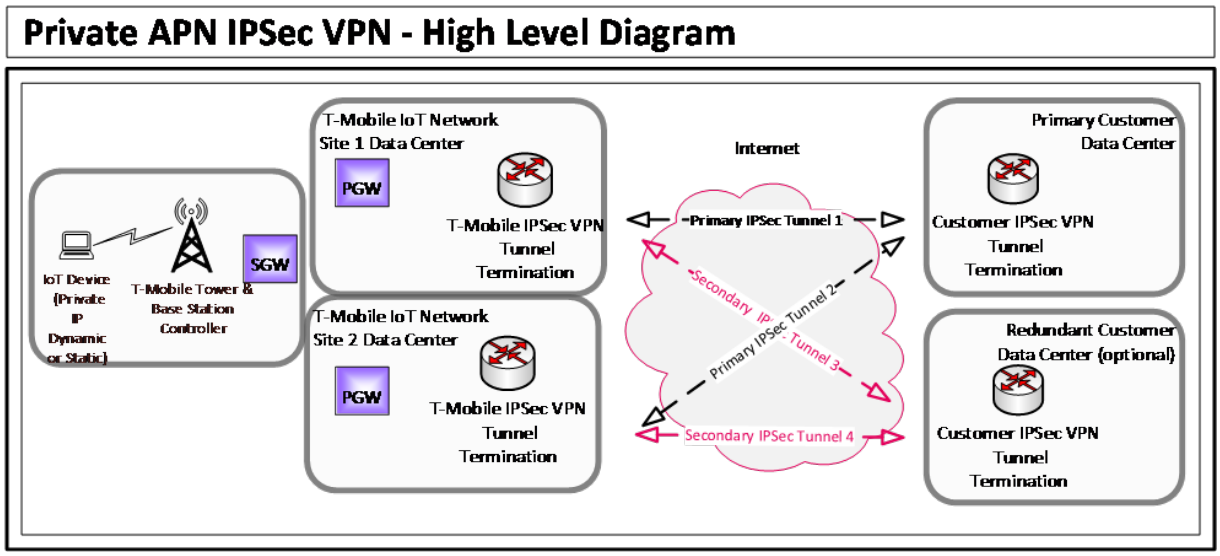
LTE is an IP-based mobile wireless networking protocol similar in many ways to wire line data networks. The key concept with T-Mobile's Corporate Connectivity service is the Access Point Name (APN). Within the LTE networking protocol, the APN defines what data services a mobile device is permitted to use. LTE networks typically provide several public APNs from which customers can select, including WAP, Internet access and other advanced services. Depending on their service profile, customers may select one or many of these generic APNs for a single device.

T-Mobile's unique approach to delivering Private APN services gives the corporate IT department additional flexibility, control and security, making it easier for IT administrators to

deploy new and unique applications. Some of the unique features that T-Mobile provides include:

- IP Addressing – T-Mobile allows the customer to manage IP addresses for their mobile devices. We integrate the customer's DHCP or RADIUS server into the solution so there are no IP address management fees and the IT administrators can change pools as needed. IT administrators can allocate unique blocks of addresses to different types of remote users and manage lease times to create virtually static addresses.
- Redundancy – T-Mobile offers primary connectivity (encrypted GRE Tunnel) from two different T-Mobile data centers with each center serving as a secondary backup for the other.
- Devices – The Corporate Connectivity service is available for any T-Mobile certified LTE device

High Level Diagram



Support Structure

Device Provisioning and Support

T-Mobile will provide primary device technical support for the air interface~~, because T-Mobile does not stock Avis Handset/MDT troubleshooting will be best effort~~. ~~Avis Wow APN~~Customer will troubleshoot connectivity on the PAPN and work with T-Mobile to resolve local issues.

Provisioning: For all SIM provisioning related issues please contact your T-Mobile Account Manager.

Single device connectivity and provisioning issues: General technical issues should be directed to T-Mobile Corporate Customer Care 1-800-375-1126. If roaming internationally call the International VIP roaming phone number at +1 505 998 3793.

Escalation Procedures

If you are experiencing an outage that is affecting the ~~Avis Wow~~Private APN, ~~Avis Wow,~~ contact T-Mobile Data NOC 1-866-783-9557, option 4. The OSC will handle all tunnel related issues as well as major outage issues. In the event that the OSC is unable to resolve the issue it will be assigned to an individual Tier II support technician/engineer.

For NOC escalations - please request to speak to Data NOC supervisor.

When calling into the OSC for PAPN connection issues, the caller should be prepared to provide the following information to open a trouble ticket:

- Name of caller
- Company name ~~– Avis Wow APN~~
- APN name ~~– Avis Wow APN~~
- Details of issue
- Time issue began
- Location of issue
- At least 1 affected SIM, MSISDN, or IMSI

Contractor requires the removal of Simple Network Management Protocol (SNMP) tools. ~~Contractor is unable to provide this metric.~~An alternate network monitoring solution, as proposed by the Contractor and accepted by DMS may be added to the Contract through the Change Request process.

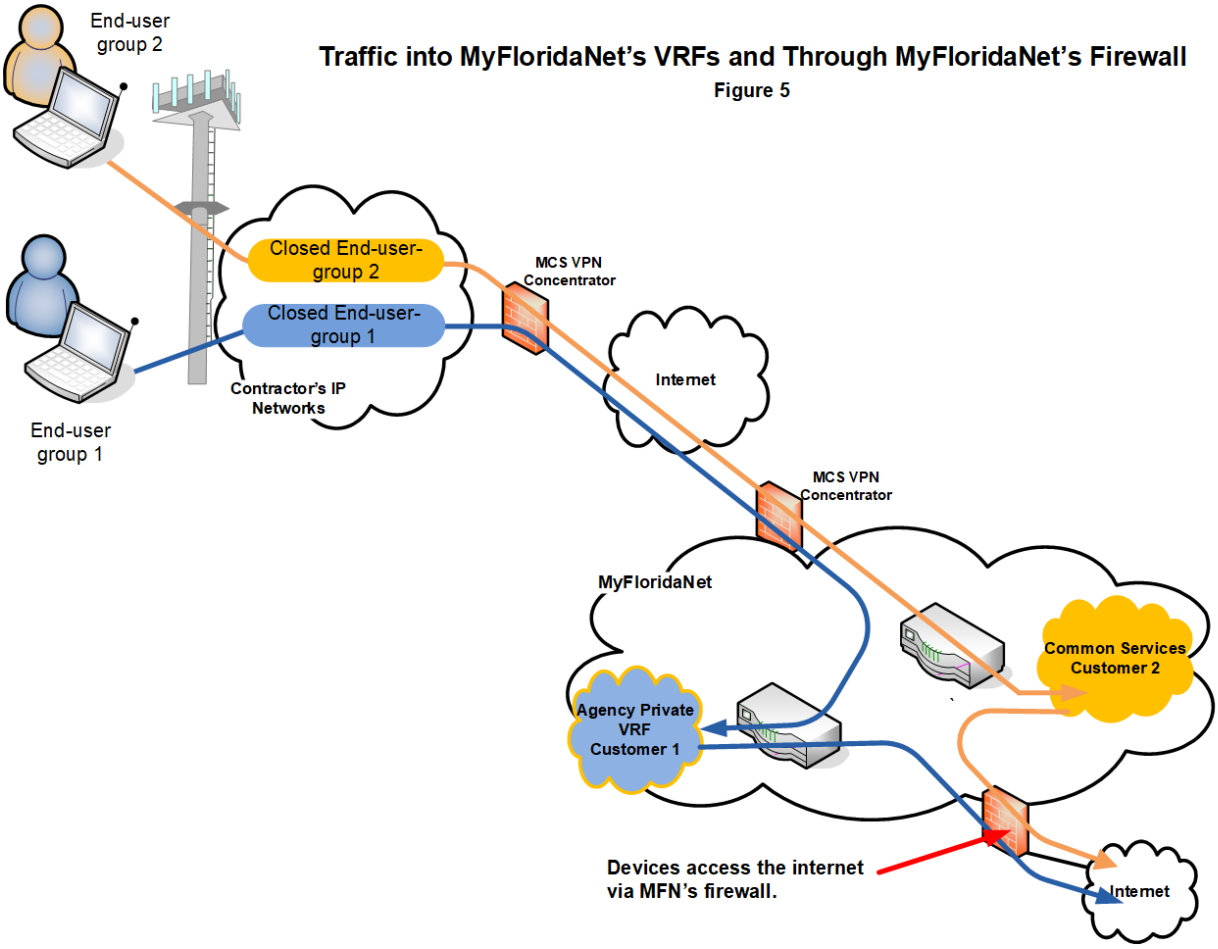
3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

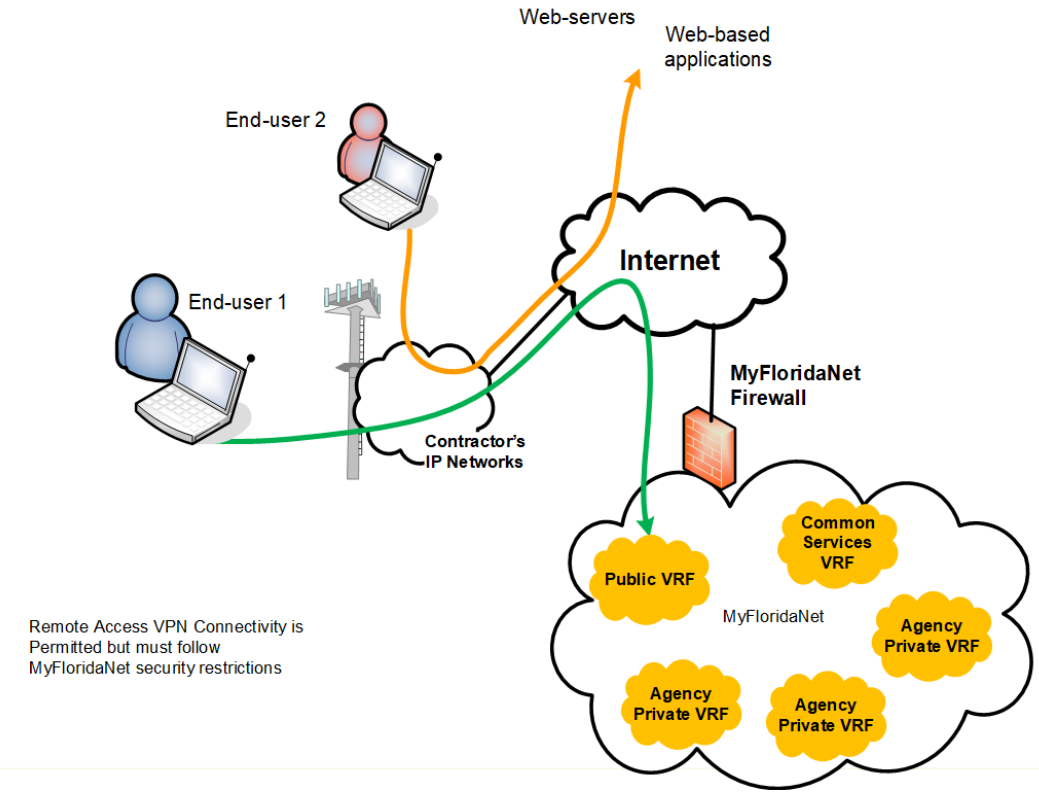
3.8 Wireless Data Service – Traffic Directly to the Internet

This subsection is applicable to only Wireless Data Services.

Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

Routing Wireless Traffic Directly to the Internet
Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance.. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

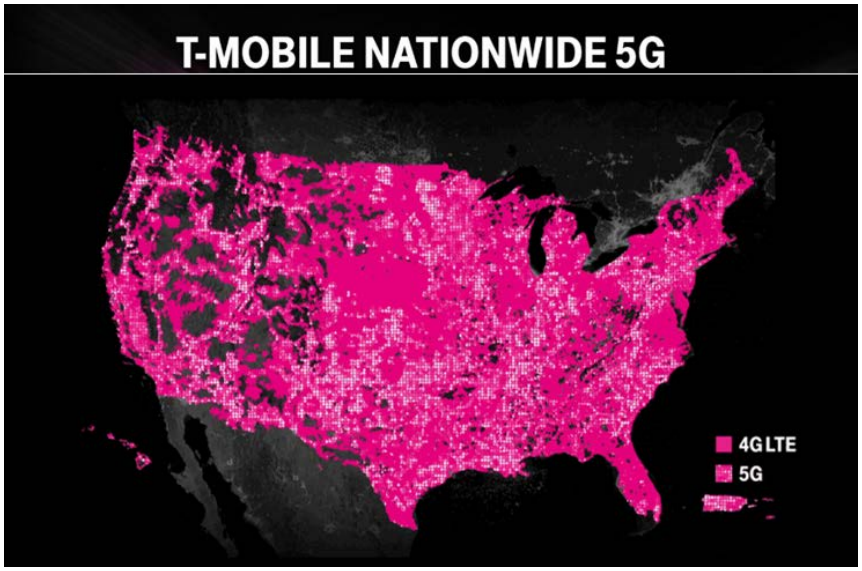
1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

[Enter the response here as needed to provide a complete response]

Your path to 5G is clear with T-Mobile—5G access is included in your plans at no additional cost. We already cover over 260 million people and more than 11,000 cities with our 5G-dedicated 600 MHz network. We are adding mid and high band 5G, and with assets from Sprint coming online, we will offer unrivalled service with a layered low/mid/high band network. As more 5G devices come to market ~~(Apple expects to have a 5G phone this year)~~, we will work to migrate you to compatible devices as applications and needs evolve.

Now connecting 99% of Americans

You have a job to do. You don't have time to worry about your connectivity. We built a network with amazing coverage so you can stay focused on carrying out the functions of your organization. Our 4G network already covers 99% of Americans. And as 5G evolves, it will deliver faster download speeds, real-time responses, and enhanced connectivity, giving you the potential to experience new, innovative technologies. 5G is a transformative network technology that will help you like never before.



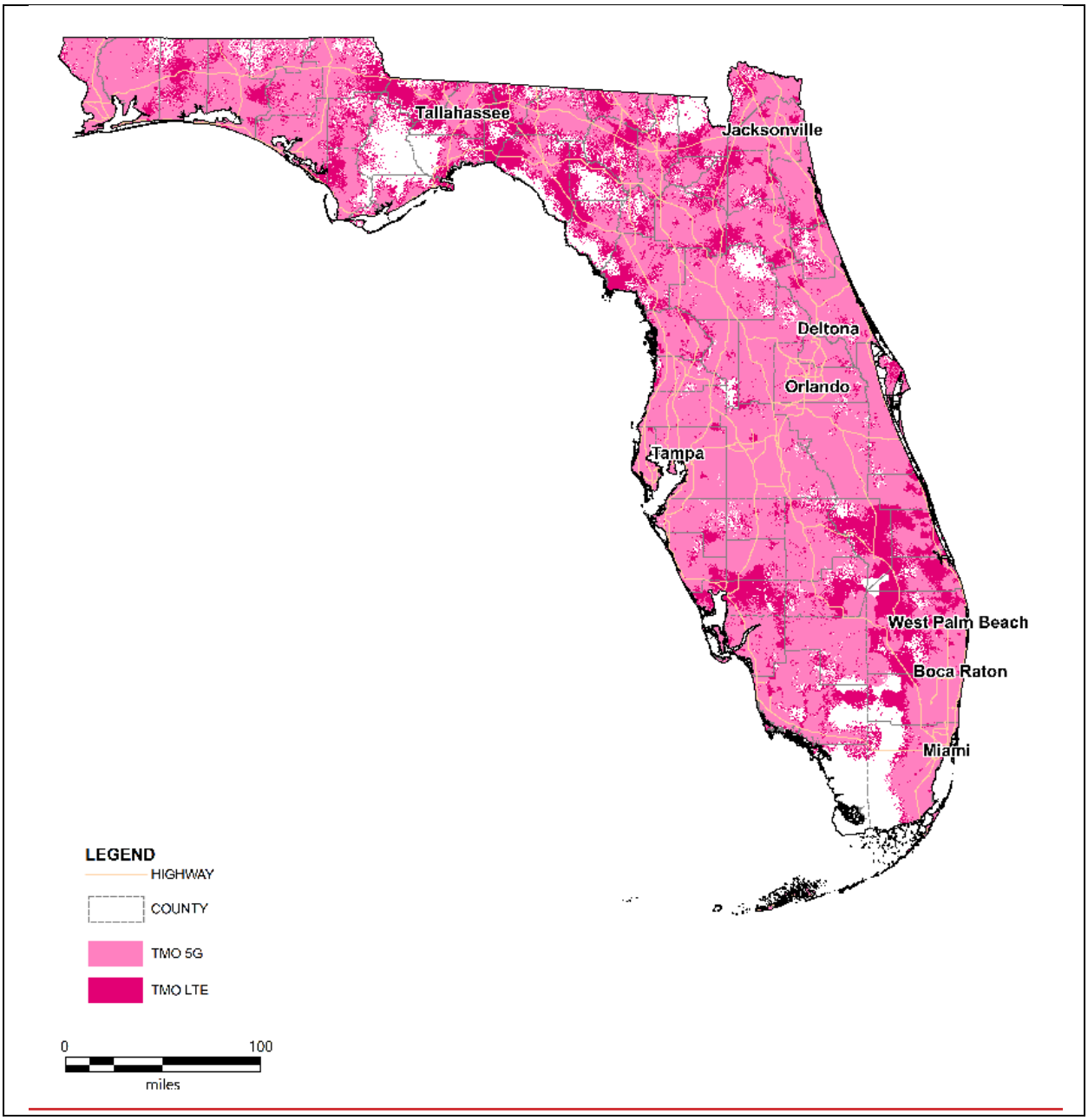
Map includes 600Mhz coverage; capable device required.

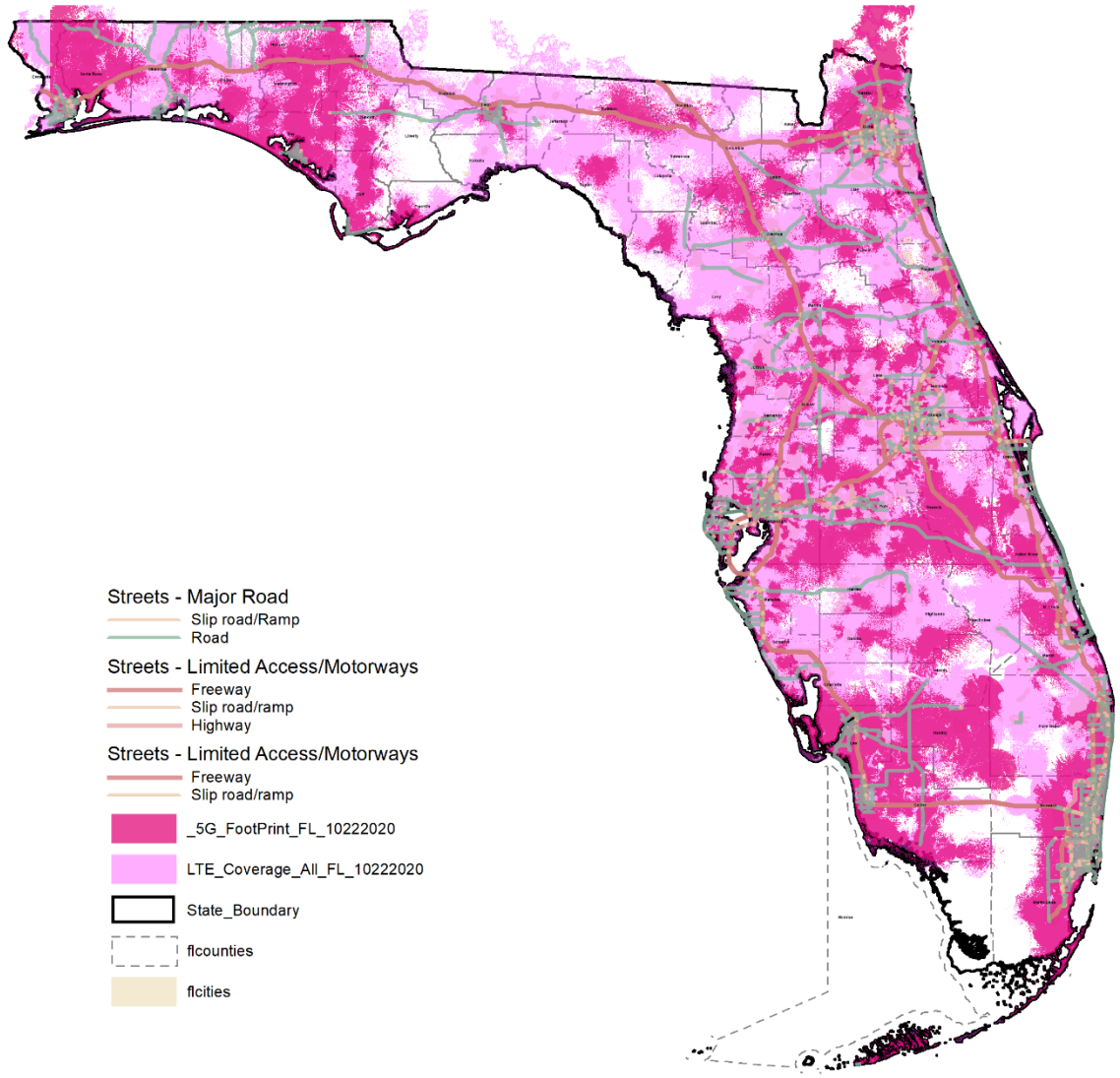
5G device required for 5G access, coverage not available in some areas. Some uses may require certain plan or feature.

T-Mobile Covers the State of Florida

T-Mobile regularly measures the performance, coverage, and speed of our networks in an effort to ensure our coverage maps are accurate and up to date. Your Account Team can provide you with updated coverage information as needed. You can also find personalized coverage information on our website.

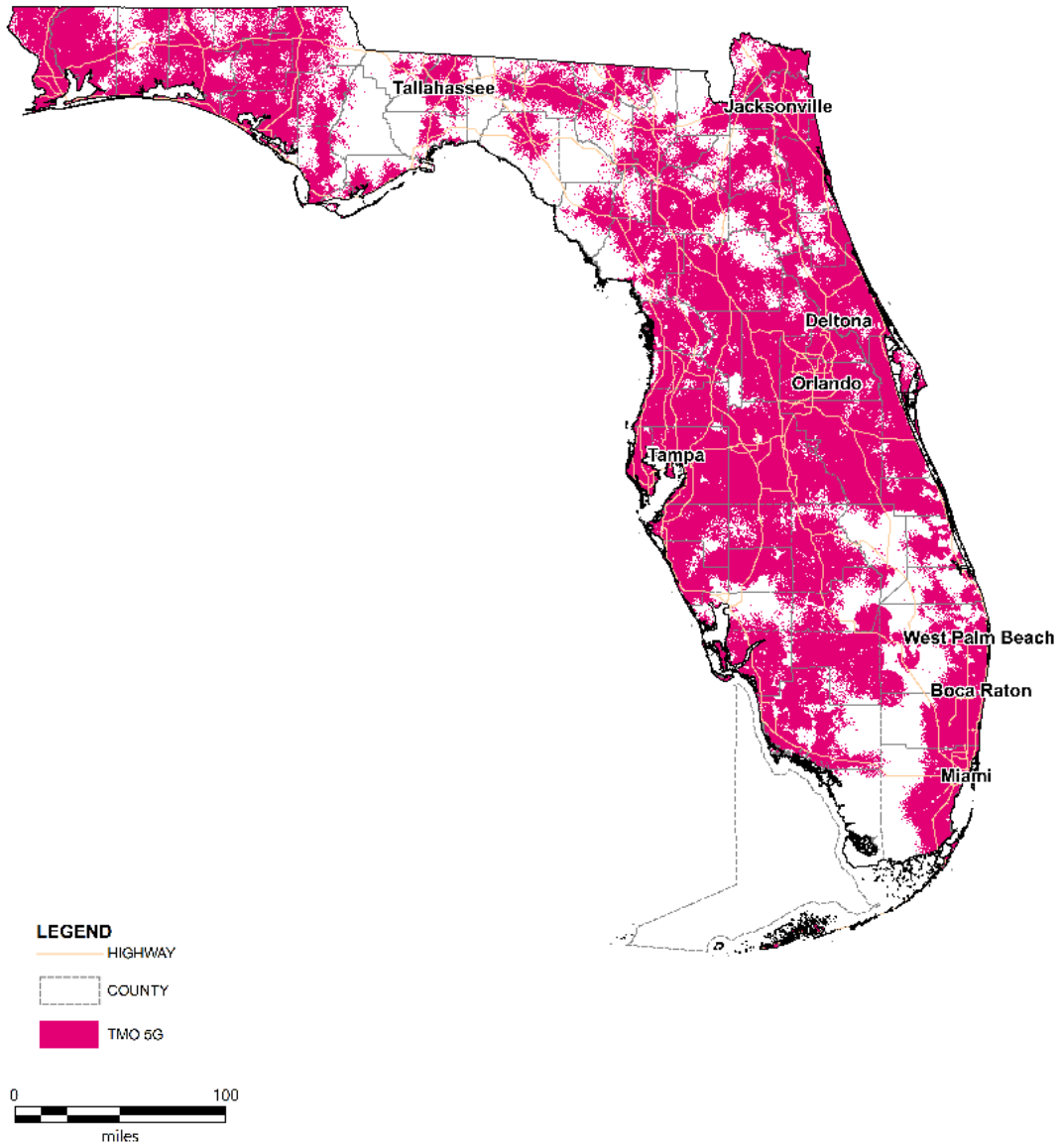
The following maps illustrate coverage for the State of Florida.


Tallahassee
Jacksonville
Deltona
Orlando
Tampa
West Palm Beach
Boca Raton
Miami
LEGEND
HIGHWAY
COUNTY
TMO 5G
TMO LTE
0
100
miles

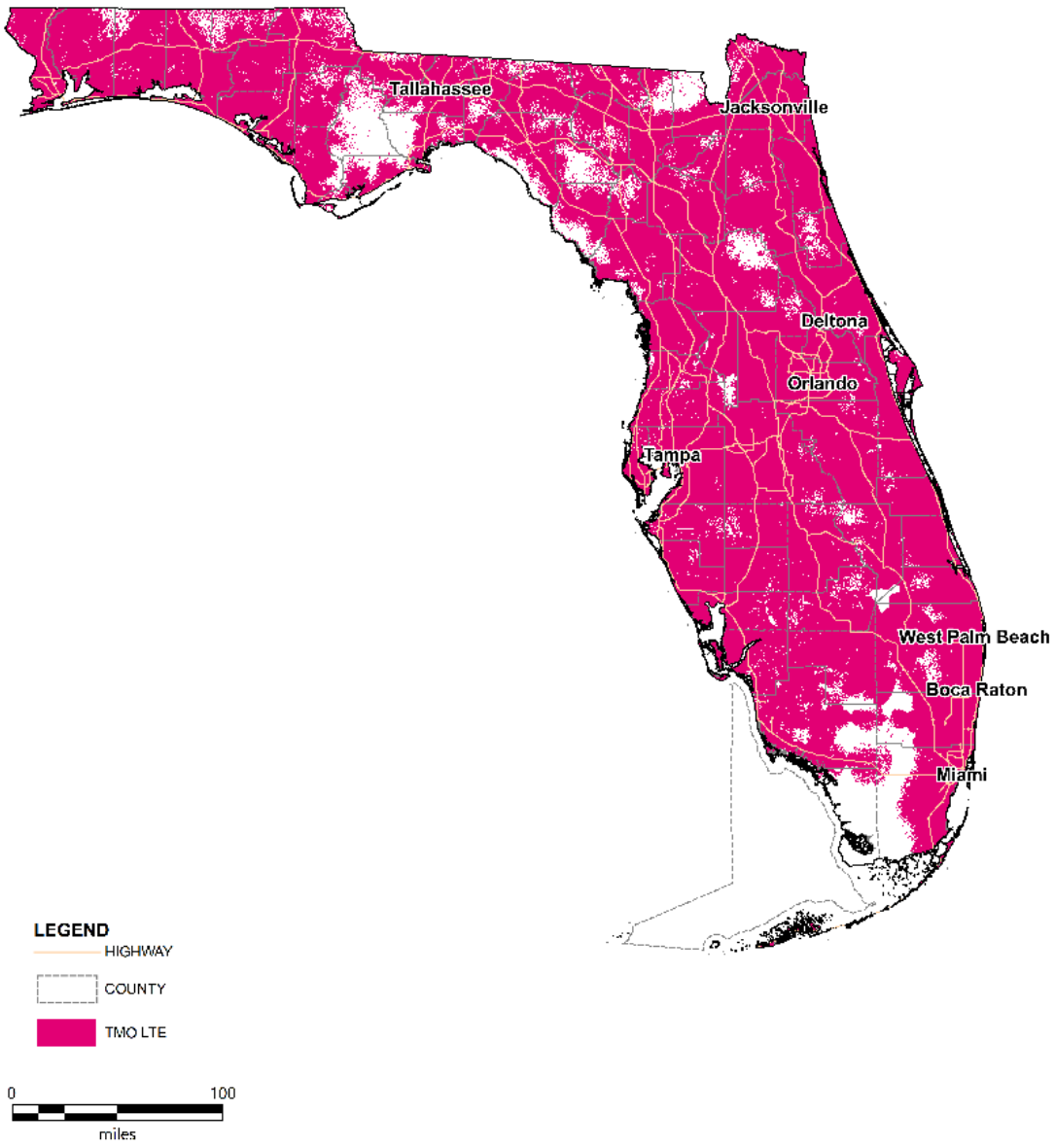


Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations. ~~Please see our coverage maps at www.T-Mobile.com for details.~~

Current 5G Coverage



Current 4G LTE Coverage

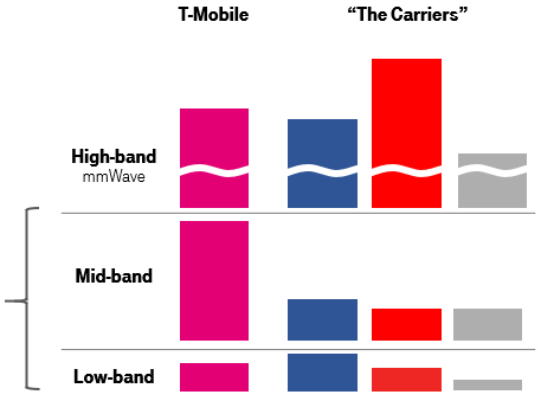


Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations.

We have world-class spectrum holdings across all three bands

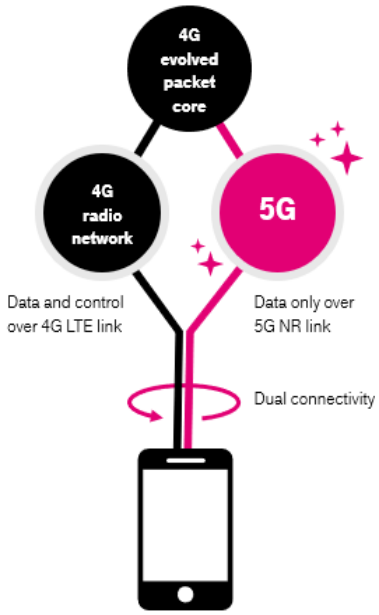
Our 5G network will combine an incredible portfolio of spectrum assets, including nationwide low-band 600MHz spectrum and Sprint's nationwide mid-band 2.5GHz spectrum. We also have high-band spectrum, but because it is very short range, it is only effective and deployed in areas of dense population.

- T-Mobile controls an average of 319 MHz of low/mid-band spectrum nationwide.
- This is nearly 2x that of AT&T and nearly 3x that of Verizon.



The key here is that we have spectrum in ALL layers. We will be able to rapidly deploy5G across the country to give you meaningful and consistent access to 5G signal in more places more quickly. Further, we will have much more network capacity than our competition.

4G/5G Dual Connectivity



5G isn't replacing 4G any time soon. In fact, 5G is additive and will coexist and work with the 4G LTE network. Carrier aggregation has allowed operators to tap into noncontiguous blocks of licensed spectrum, as well as unlicensed frequencies like the 5 GHz band, to utilize bigger data bytes and significantly improve LTE coverage.

Our 5G network, which was designed from the ground up to support spectrum aggregation and sharing, is today tightly linked to our LTE network; and a technology called dual connectivity is allowing us to supercharge non-standalone 5G.

- 3GPP standards allow dual connectivity, which supports tight interoperability with current 4G networks.
- 5G capable phones can use both 4G and 5G technology.

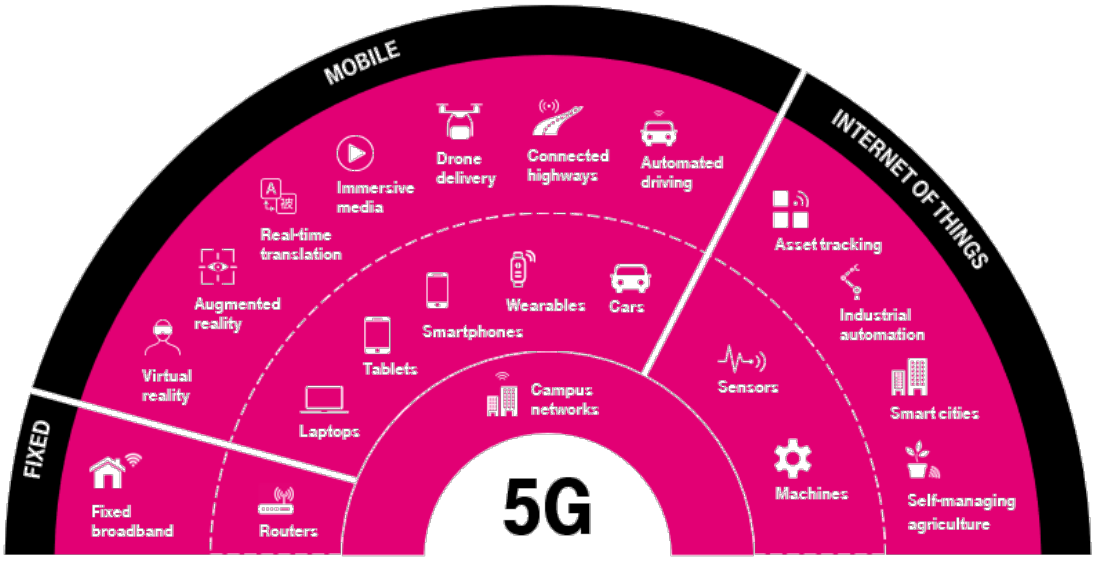
~~Please click HERE for additional coverage information.~~

The 5G Future

The fifth generation (5G) of network technology has the potential to benefit everything from entertainment and gaming to education and public safety. Over time, 5G is expected to deliver faster download speeds, real-time responses, and enhanced connectivity, giving your business and your consumers the potential to experience new, innovative technologies.

A 5G future could bring:

- Massive broadband
- Massive machine communication
- Critical communication



Spectrum is the fuel that drives a 5G network

As we evolve, we know an advanced wireless network needs multiple spectrum bands to achieve both the breadth and depth of service you need, today and in the future. We've expanded our 4G LTE network with 600 and 700 MHz deployments and deployed 5G with three bands: millimeter wave, mid-band and 600 MHz low band. The mmWave high-frequency spectrum is ideal for providing high peak speeds in limited areas while low-band spectrum can deliver 5G service across the US, including many rural areas.



- **High-frequency bands (28GHz)** – Ultrafast data transmission but limited range measured in city blocks
- **Mid-frequency bands (2.5GHz)** – Transmits data faster but is targeted
- **Low-frequency bands (600 MHz)** – Transmissions reach a wider area

A Great Network Needs ALL Spectrum Bands

We're leveraging our spectrum holdings to deliver a broad and deep 5G network

We also plan to use our excess 5G capacity to provide in-home broadband Internet connections at speeds up to 500Mbit/s across 10 million US households by 2024, covering 52% of all US zip codes

99% with 5G
We already have the largest 5G network, and within six years, we'll provide 5G to 99% of Americans

Massive capacity
Over the next six years our capacity will increase 14x over what we have today

15x faster
Our network will be 8x faster than current LTE in just a few years, and 15x faster in the next six years–with about 450 Mbps nationwide average download speeds, compared to around 30-40 Mbps today

3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.12 Security

This subsection is applicable to both WVS and WDS.

The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

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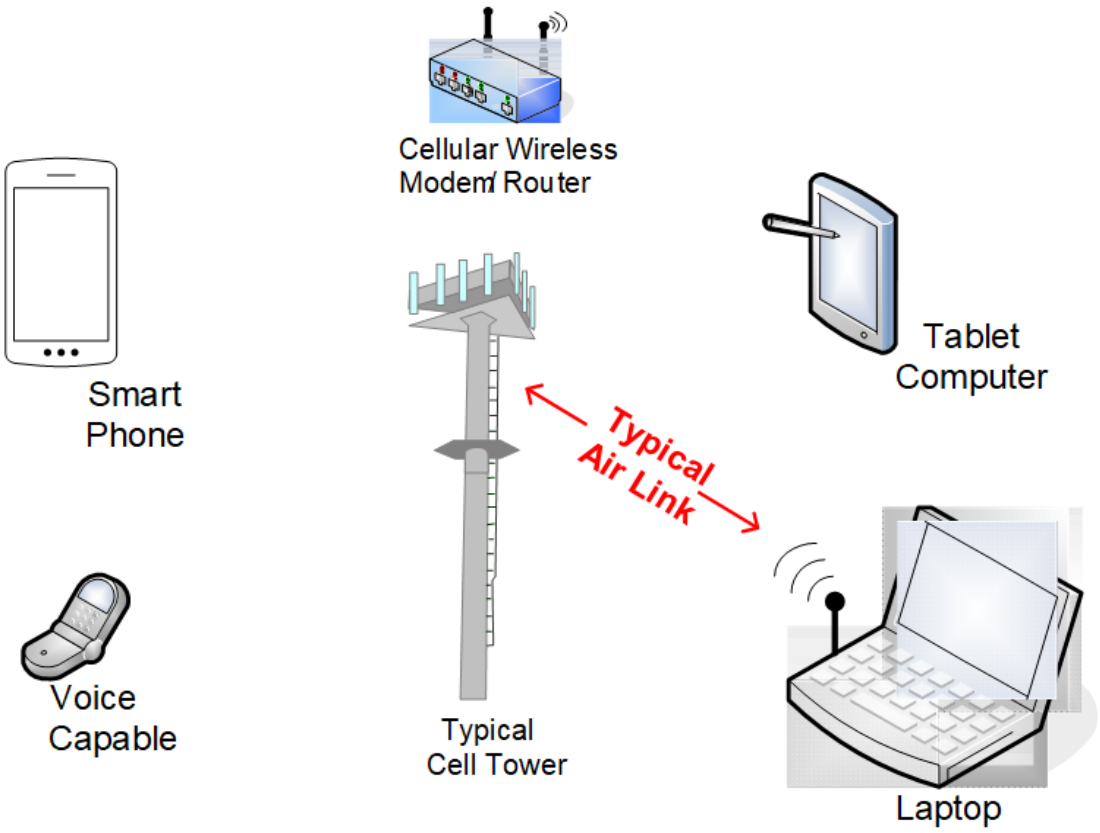
Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures, or a generalized description deemed acceptable by the DMS Contract Manager, upon request.

The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

T-Mobile implements appropriate levels of traffic and data encryption relative to the classification of the data being protected, and has a stringent process to review new, existing, outdated, and compromised encryption methodologies.

Encryption policies have specific guidelines for the type of keys, algorithms, and codebooks used for data security. Each of these comes with details on what must be used, and the cybersecurity teams retain subject matter experts in this space to offer implementation guidance as necessary.

T-Mobile continually examines security risks looking for vulnerabilities and proactively looks for solutions to combat attacks.

T-Mobile utilizes network segments to "tier" applications in data. T-Mobile has segments for general access, PCI access, and sensitive data access. These environments are governed by specific access requirements separate from each other and are managed by firewalls segmenting in each area.

T-Mobile will provide DMS a generalized description and/or attestations of our security procedures upon request.

Due to their sensitive nature, we can't divulge all of our security methods and practices. However, we can disclose the following:

- T-Mobile requires up-to-date anti-virus software installed on all corporate computers and configured to scan them. This software cannot be disabled by the end user. Data is stored in an encrypted format on all computers. T-Mobile servers are backed-up on a regular basis, including storing encrypted data in off-site locations. Data backup intervals vary. Devices processed by our Business Operations groups are always flashed and wiped. This includes devices returned to the distribution centers within our warranty period. Corporate

devices are built according to a standard security configuration.

- T-Mobile has a formalized and documented Change Management policy. Changes are formally documented and requests are reviewed by the Change Control Board to ensure they meet business needs, are technically correct, and won't adversely affect services. Only changes approved by the Change Control Board are permitted (with the exception of changes required to remedy a service outage). Managers responsible for the system operations monitor those systems for unauthorized changes to their environment. Configuration management policy states that all proposed configuration changes must be because of a business need; be verified in the lab environment; and follow Change Management procedures for introduction into the production networks.
- All network traffic is monitored. We have network intrusion detection systems and monitoring capability in place with corresponding Incident Response Procedure that specifies actions to take upon notification of a security event. If vulnerabilities are found, they are reported to the appropriate system owners. To ensure vulnerabilities have been addressed, follow-up testing is conducted.
- T-Mobile requires segregation of duties, which includes prohibiting individuals from approving their own access and requiring management-level approval of all access, as well as reviewing and validating access requests. T-Mobile has a formal wireless access policy mandating a standardized secure level of authentication and encryption.

T-Mobile has various preventative and detective processes related to fraud at different points during the customer journey, including ongoing monitoring of T-Mobile's customer base for fraudulent activity and robust fraud performance reporting and analysis. This work is led by T-Mobile's Fraud Management department in conjunction with other T-Mobile departments such as Corporate Investigations and Credit Risk. In addition, T-Mobile has security controls in place to protect its customers, systems, and network from fraud. Each instance of suspected fraud is reviewed by internal systems or teams for confirmation. In the event suspected fraud is confirmed, T-Mobile will treat the account and/or transaction as appropriate for the type of fraud identified, up to chargebacks, terminating service, adding an individual to a negative file, or performing a criminal investigation in partnership with law enforcement. ~~T-Mobile does not communicate instances of suspected fraud to its customers and will only notify affected individuals in specific instances.~~

3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be

configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State's emergency preparedness efforts. For additional information see https://www.dhs.gov/oec-communications-portfolio-management.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall ship the specified quantity (up to 100 of each type (basic, Smartphone, MiFi, USB) requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request, and deliver within forty-eight (48) hours. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

[Enter the response here - 500 words]

T-Mobile uses industry standard practices to maximize network availability, and we recognize that even mission critical networks will have a finite (non-zero) risk of outage. We take network reliability seriously, and have used state-of-the-art simulation tools like BlockSim to inform key decisions and investments.

We have end-to-end practices that build reliability throughout our entire network, for example:

- Multiple radios/antennas/frequency bands at each cell site
- Battery backup at cell sites, and generators at select mission-critical sites (subject to compliance with local laws)
- Multiple mobile switching offices (MSOs) in geographic regions, (e.g., three in the state of Florida)
- Redundant resource pools shared across MSOs (e.g., six regional pools nationwide for traffic gateways)
- Dual entrance facilities (i.e., multiple physical paths) for diverse transport in/out of MSOs
- Hardening requirements of MSOs varies by geography, but include power resiliency through the use of both battery and generator backup.

~~If chosen by DMS as the trusted delivery partner, o~~Our network technology engineering and operations teams will work in good faith to provide the appropriate level of detail required for DMS contract oversight.

3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight. All reports are to be provided at the enterprise level (i.e., for all Customers that utilize this Contract) and shall exclude any information regarded as Customer Proprietary Network Information (CPNI). Should the Contractor provide the reports through a portal, dashboard or other self-managed web-based tool, the Department's access must allow enterprise reporting.

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
    a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
    b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)
    c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
    d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
    e. Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
    f. Weekly Transition Status Reports during Transition (Subsection 3.24)
    g. Project Status Report, SLA-D3 (Subsection 3.26.2.3)
    h. Incumbent Contractor Weekly Migration Report, SLA-D7 (Subsection 3.26.5)
    i. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
    j. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
    k. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)

2. The Contractor shall provide any of the items below upon request from the Department:
    a. Identification and validation of products/services and rates;
    b. Compilation of statistics on products/services from a high level to a detailed level;
    c. Inventory of devices;
    d. Services and devices trend information;
    e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
    f. Ad hoc reports, for data and information that is available and accessible to Contractor which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request, unless due to the amount of data required, DMS grants a longer timeframe after discussion with the Contractor.

Given the statements in this subsection:
Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

The T-Mobile Project Manager will be responsible to collect and present the required reports, updates, and notifications listed above, in accordance with the final agreed upon format and timeframe.

T-Mobile can provide each of the listed reports with ~~the exception of~~ the following clarification:

~~b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1). There is no single point of entry for escalations or tool to capture and report on each contact. Therefore, T-Mobile will not be able to produce a comprehensive report on escalation activity. T-Mobile will work with the State to develop the escalation procedures for unresolved network issues, Customer issues, or general concerns. T-Mobile will also provide and maintain contact lists for each escalation path, as required in d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3).~~

~~e. Notifications, SLA-B7, B8, B9 (Subsection 3.19.4). Contractor is requesting additional negotiations on outage notifications including but not limited to how far in advance the notifications are sent, how the notifications are received and content of notifications.~~

~~i~~h. Incumbent Contractor Weekly Migration Report, ~~SLA-D14~~SLA-D7 (Subsection 3.26.5)

Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the Incumbent Contractor Weekly Migration Report.

~~j. Non-incumbent Contractor Weekly Migration Report, SLA-D15 (Subsection 3.26.5).~~

~~Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the Non-incumbent Contractor Weekly Migration Report.~~

~~k. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4). T-Mobile is unable to report by customer type (general user vs. public safety user).~~

In regard to part 2 of this requirement, T-Mobile can provide the State with the required information with the following clarifications:

- 2 c ~~– An inventory of devices is available through self-serve reporting functionality in the portal. Please note, the portal will display and report user device information, however, if SIM swap has occurred or the user has a BYOD device, the device details may not always be current. T-Mobile will not be able to provide information or details that are not available~~ Contractor will indicate “SIM Only” (or similar language) on the inventory of devices report for BYOD devices.
- 2 f ~~– Ad hoc reports need to be mutually agreed upon and may require additional time to prepare.~~ The State will have some ability to generate ad hoc reports through self-serve reporting functionality of the T-Mobile portal.

3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

3.18.1 General SLA Requirements

1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If it is the last billing cycle of the service and credits exceed any payment due to the Contractor, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to “business days,” all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.
2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department’s discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:

a. The Customer provided incorrect information in its order, including an incorrect address.
b. The Customer did not attend a confirmed scheduled appointment.
c. The Customer was unresponsive to calls or emails.
d. A site readiness requirement was not fulfilled by the Customer.

2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.
2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19 Item 4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
   i. allow DMS to assess performance against measurable service levels;
   ii. include all SLAs in Attachment C – Service Level Agreements;
   iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;
   iv. not be locked or password protected;
   v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
   vi. will be coordinated with the Contractor and approved by DMS with regard to format, content, and level of detail.
2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**
2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Electronic notifications are required in advance of planned maintenance during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.**

   Electronic notifications are required for emergency and unplanned outage activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, reason for emergency or unplanned outage, and duration if available. The reason for emergency or unplanned outage and duration may be sent in a follow-up notification. Changes to the estimated duration should also be sent (if available). **Attachment C, SLA-B8 and SLA-B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.
4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

[Enter the response here as needed to provide a complete response]

T-Mobile will deliver the required reports, updates, and notifications listed above, in accordance with the final agreed upon format and timeframe, with the following clarification:

~~T-Mobile is unable to provide 1. Monthly Escalation Activity Report because there is no single point of entry for escalations or tool to capture and report on each contact T-Mobile will not be able to produce a comprehensive report on escalation activity.~~ T-Mobile will work with the State to develop the escalation procedures for unresolved network issues, Customer issues, or general concerns. T-Mobile will also provide and maintain contact lists for each escalation path, as required in 3. Escalation Procedure and Escalation Procedure Updates.

Notifications

~~T-Mobile is prepared to provide the State with proactive service impacting planned and emergency maintenance notifications. The notifications will contain pertinent information regarding the maintenance before the maintenance begins.~~

~~T-Mobile is prepared to provide electronic notification promptly after beginning of significant service impact. The notifications will contain information identifying the geography and services affected. Updates will be provided throughout the event and upon resolution.~~

~~T-Mobile would like to further discuss how far in advance the notification are sent, how the notifications are received, and content of notifications.~~

T-Mobile will provide electronic notifications in advance of planned maintenance during instances of significant service impact, including performance degradation, over a generalized area.

T-Mobile will provide electronic notifications for emergency and unplanned outage activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications will include an impact statement, date, time, reason for emergency or unplanned outage, and duration if available. Changes to the estimated duration may also be sent (if available).

T-Mobile Customer Support

T-Mobile Customer Support will provide the State with a personalized, seamless experience that makes it easy to do business with us. Our team of experts will help you with all your wireless needs, from answering questions about your bill to partnering together to find new ways to help make your business more productive and efficient.

A few examples of what a Dedicated Expert can do for your business:

Account Support

- Plan + feature changes
- Phone number maintenance
- Billing + service questions
- Warranty Replacement
- Credit Card Payments
- Voicemail Assistance and Password Resets
- Lost/Stolen Device Suspension
- SIM Card Swaps

Account Reports + Summaries

- Rate plan analysis and optimization
- One-page bill summary
- Breakdown of phone numbers, charges, and order information
- Usage information

Troubleshooting

- Basic voice and data issues
- Connect with our award-winning customer support at 1-800-937-8997 or BusinessCare@T-MobileSupport.com.

Your Care team consists of, and is backed by, highly trained experts who work together with your Account Team, so we've always got you covered.

3.20 Contractor's MCS Portal

This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add,

change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;
6. user guides;
7. equipment definitions and specifications;
8. maintenance information;
9. product configuration options; and
10. may include other information as mutually agreed to and approved in writing by the DMS Product Manager, such as whitepapers and diagrams.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - As needed to provide a complete response]

The T-Mobile portal provides the State with a wide range of functions including an online shopping cart, purchase order management, account maintenance, and robust usage and billing reporting. All online shopping and reporting features reflect current and applicable contract terminology and pricing. Here are several specific features that are available:

Procurement Specialties

- Repeat Orders
- Bulk Orders
- Complete Porting, including Data Selection
- Rate Plan Chooser
- Rate and Feature Code Selector
- Department/Sub-Account Creation
- Account Chooser (for managing multiple accounts)
- Extra Data Field for Reporting (Contract#, Task Order#, Accounting Codes, Employee ID, etc.)
- Equipment ~~P~~payment methods: Bill-to-BAN, PO, Credit Card

Activation Specialties

- Purchase Order Funding Document Review, Prior to Order Fulfillment
- Customized Order Email Generator/Notification
- Upgrade and New Specialized Email Instructions
- SWAP Automation via Emails
- Specialized Device Activation Instructions
- Flip Flops, SIM Activation/Deactivation
- Seasonal Plan Automation function (automate scheduling on/off)
- Feature Additions
- Upgrades
- Replacements

Self-Service Management

- Audit Trails
- Account History
- Complete Reporting Engine
- Moves Adds Changes Deactivations (“MACD”)
- Change Features
- Change User Names
- Change Data Fields
- Account-to-Account Transfers
- Department-to-Department Transfers
- International Add-On and Blocking
- Identification of Anomalies
- Identification of Overages
- Access and Feature Control by Individual
- Call Detail (request BAN-level call detail records)
- Device Password Changes
- Lost/Stolen Device Management
- Billing Account Address Changes
- Device Pricing Optimization
- System Access and Information
- Hierarchy Management

Reporting and Device Pricing Optimization

Our Government Order and Reporting Portal provides a host of robust “Billing Reports” to help meet the complex contract reporting requirement of state and local governments.

One example is “Exceptions-Based” reporting, which can track zero data usage. The online reporting feature can provide analysis organized by account level, department level, or unit level. The purchase order management and reporting system translates T-Mobile pricing and carrier terminology into contract definitions in compliance with contract reporting guidelines.

Other reporting includes:

- Electronic Invoice Emulation
- Custom Invoice PDF – Will look just like the T-Mobile invoice but will allow you to download it with the custom fields you need as well as user-defined fields.
- Payment History
- Device Charges and Usage by Sub-Account

- Rate Plan Charges and Usage by User
- Extensive Usage Reporting (minutes, text, etc.)
- International Cost and Usage Reporting
- Exception Reporting for Zero Usage on Phones and Data Cards
- Reporting for Directory Assistance
- Exception Reporting for Text Messaging Outside of Contract Rate Plan Allotments
- Charts/Optimization Dashboard
- Account Billing Summary Report (ABSR)
- Unbilled Usage

Please note, the portal will display user device, however, if SIM swap has occurred or the user has a BYOD device, the device details may not always be current.

Whitepapers and diagrams are currently not supported in our portal.

There are no limits on the number of administrators the State may have in the portal.

3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal will display automatically in the portal and may take up to one (1) Business Day to be fully processed in the billing system with the exception of:
    a. devices that are out of stock or otherwise unavailable;
    b. account changes involving number portability;
    c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
4. Account changes made by phone or email should be processed within two (2) Business Day with the exception of:
    a. devices that are out of stock or otherwise unavailable;

   b. account changes involving number portability;
   c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
5. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.
6. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.
7. The Contractor may invoice the Customer an expedite charge.
8. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
9. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
10. The Contractor shall not impose any restocking fee under any circumstance.
11. Device provisioning errors must be corrected by the Contractor.
12. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
13. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

T-Mobile offers a wide range of voice and mobile internet solutions, including a comprehensive smartphone and tablet portfolio, right-fit rate plans, and flexible services.

We use over-the-air (OTA) updates to install firmware, deploy new operating systems and initialize devices for use on our network.

T-Mobile is regarded as among the most demanding carriers in the industry about device certification. The certification requirements are confidential but are designed to ensure that

only devices with the best voice quality, hardware reliability and easiest user interface are brought to market.

We have an extensive terminal testing, evaluation and certification program. It substantially augments existing PCS Type Certification Review Board (PTCRB) processes – a third party testing system administered by the Cellular Telephone Industry Association (CTIA). This is to help maintain the highest possible standards for reliability and ease of use. Testing, evaluation and certification policies/programs may be changed at our discretion. ~~For more information on PTCRB testing, visit:~~ http://www.ptcrb.com~~.~~

T-Mobile will ship in-stock devices (including replacement devices) activated, registered, and ready-for-use. If a device is out-of-stock the Customer will receive an email confirmation stating timeframe back ordered devices will ship.

Portal transactions will be processed ~~within 2 business days~~ in accordance with this SOW subsection.

Standard shipping is available at no cost, expedi~~a~~ted shipping is available upon request and may include a separate shipping fee.

Freight-damaged or defective items will be credited or replaced within two (2) Business Days after notification by the Customer under most circumstances, barring any device availability issues. Replacement devices can be expedited, a separate shipping fee may apply.

The State will deal directly with T-Mobile on freight-damaged or defective items. T-Mobile will provide a pre-paid UPS return label for customer to return devices within 30 days of receipt.

T-Mobile for business does not charge re-stocking fees.

T-Mobile will pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

[Enter the response here - 100 words]

T-Mobile will fully cooperate with DMS, Customers and other contractors providing telecommunications services to the State by sharing appropriate information and responding to inquiries to support the State wireless users and support teams.

T-Mobile understands and is committed to the team of SUNCOM service providers – focused on meeting the State's wireless goals and reducing pain points that could interfere or impede the performance of work by any other Contractor or Customers.

3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection 3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans.
2. Assist as necessary to migrate existing MCS Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge provided that the existing device can be unlocked and is compatible with Contractor's network.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration for State Agencies in one-hundred and twenty (120) calendar days. Complete the migration for OEUs in one-hundred and eighty (180) calendar days.
    a. Migration commences with DMS acceptance of the Services Infrastructure Checklist and ends when all current MCS Customers are identified as either migrated or no longer receiving services from the Contractor.
    b. Migration does not include new Customers (non-current MCS Customers), Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here – 1,000 words]

T-Mobile acknowledges we understand and will comply with the expectations listed in requirement 3.23.

T-Mobile will provide all reporting activities listed in 3.~~27~~26.5(1)(b) and 3.~~27~~26.5(1)(c).

We will assist as necessary to migrate existing MCS Customers to this Contract. However, please note that migration will not include new Customers (non-current MCS Customers), Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract vehicle with Contractor.

T-Mobile does not charge for our migration services.

There is no charge for service activations and SIM cards.

End-users have the option to maintain their existing cellular device(s) and/or phone number(s) at no charge. Please note the device would need to be both unlocked and compatible with T-Mobile's network. Once that is confirmed, a T-Mobile SIM can be entered into the device so it will connect with our network.

T-Mobile will work with the State agencies to complete the migration in one-hundred and twenty (120) calendar days. With respect to the OEUs, ~~T-Mobile will work to migrate within the 120 days, however, the timeline is dependent on the OEUs agreeing to migrate~~ the migration will be completed within one-hundred and eighty (180) calendar days.

3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.

3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services, shall be promptly delivered to DMS upon request, whether or not previously made available.
6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida

or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1.** The Project Implementation Phase starts with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

3.26.1 Project Management - Project Management Plan and Disaster Recovery Plan

1. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D1**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

   The plan listed below is an additional component of the Project Management Plan. However, the plan listed below is a deliverable separate from the Project Management Plan and subject to final acceptance by DMS.

2. Disaster Recovery Plan. (See **Attachment C, SLA-D2**.) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
   1. Plan Objectives.
   2. Assumptions.

3. Definition of Disaster.
4. Recovery Teams.
5. Team Responsibilities.
6. Internal and External Communications.
7. Federal, State, Local Roles and Responsibilities.
8. Services Restoration.
9. Support Timeline.

3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist. The Project Status Report, described below, is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D3**. The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
    a. Project schedule.
    b. A narrative description of significant project activities that have been conducted or are underway.
    c. The progress-to-date on project activities.
    d. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
    e. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
    f. Upcoming deadlines.

3.26.3 Project Management - Guides

The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D4.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain one (1) WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide one (1) WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D5**.) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D6**.) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist.
    a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
        i. Schedule of activities, including all Services Infrastructure Checklist Activities.
        ii. Resource allocation.
        iii. Implementation and migration preparation planning and impact analysis.
        iv. Network support.
        v. Operations Centers (operational and security).
        vi. Day-to-day operational support services.
        vii. Training – cross reference training section.
    b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D7**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current MCS End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with current MCS Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all current MCS End-users are identified as either migrated or no longer receiving services from the Contractor or for non-State agencies having

selected another contract vehicle.. The format, content, and level of detail must be approved by DMS.

2. Individual Customer-Specific Migration Plans. If requested by DMS, the Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D8**. The Contractor will be responsible for creating Individual Customer-Specific Migration Plans as a Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:
    i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
    ii. Resource allocation.
    iii. Migration and preparation planning.
        1. Impact analysis.
        2. Stakeholder communications plan.
    iv. Migration management.
    v. Training – cross reference training section.

Given the statements in subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here - 500 words]

T-Mobile acknowledges and is committed to meeting the expectations and deliverables described under 3.26.

The State will benefit from T-Mobile's award-winning customer support from the outset of our partnership. When you switch to T-Mobile, your dedicated project team, led by an Implementation Manager, will create and guide you through a comprehensive implementation roadmap that ensures your transition to T-Mobile is seamless and easy.

Our commitment is to deliver a best-in-class migration experience. In doing so, we will collaborate to build a comprehensive migration plan that meets your organization's needs. Moreover, we will deliver the right solutions for your business, on-time, and in a manner that allows your organization to stay focused on the things that matter – productivity, efficiency and being connected.

Smooth transition and industry-leading support is what we're known for

At the center of your T-Mobile Implementation team is an Implementation Manager, who is dedicated to working with you throughout the migration process to ensure that milestones and deadlines are met with no disruption to your daily operations.

Supporting the Implementation Manager is a team of experts composed of Sales Engineers, who provide technical support; Network Engineers who help optimize our coverage; and a dedicated care team that will provide lifecycle support.

The T-Mobile approach to implementation

T-Mobile's approach to implementation is grounded in a consistent and predictable migration process. The dedicated Implementation Manager will follow a detailed roadmap through the initial planning phase until all mobile numbers are successfully ported, devices are distributed, end-users are trained, and satisfaction surveys are distributed.

Stage 1: Plan

The Implementation Manager (IM) will:

- Review the required Statement of Work (SOW) for unique deployment needs
- Review the implementation process which will include details of support being needed (customer and T-Mobile personnel available)
- Schedule deployment days based on number of devices being distributed
- Plan for end user documentation/communication strategy
- Build a plan for kitting, staging, and/or preparing the devices (either on-site or shipped to location) for the scheduled deployment

Kitting the device includes customized labeling by assigning the device to the employee with employee's name, mobile number, SIM & IMEI information or any other information needed (e.g. Department, Budget Code).

The State will work with IM on review of personnel needed for the successful deployment include a greeter (person who can inquire whether employee is picking up or dropping off device, check-in and check-out personnel and device provisionary). Planning meetings will be scheduled to review process during deployment.

Stage 2: Stage

Staging actions:

- Review and approve Implementation Details and Rollout Schedule
- Review and approve End User Communication
- Review previous phase accomplishments or changes needed
- Verify selected rate plans and features
- Set up selected billing option
- Discuss payment method options
- Confirm order details and delivery

- Distribute end user materials as needed
- Review and approve onsite end user training
- Schedule follow-up meetings as per the meeting flow process

Stage 3: Deploy

The deployment process is in place with device drop-off, provisioning, pickup and porting scheduled. The customized check-in process is in place and executed. While the specific needs of the customer may require customization, the process ensures a smooth transition for the end user experience. Deployment actions:

- Review and update, if necessary, Implementation Details and Rollout Schedule from previous phase
- Distribute end user materials as needed with each shipping box and each end user
- Verify delivery of equipment and/or materials
- Review customer feedback and recommendations
- Identify any additional onsite user trainings (if applicable)
- Schedule billing and training for you and your POC
- Schedule follow-up meetings

Reporting will be made available to the customer staff to provide a successful deployment process. Adjustments can be made to the deployment schedule if needed.

Stage 4: Inspect

We offer tools and teams to assist with essential onboarding for the new partnership to T-Mobile. The Implementation Manager will work with the customer to inspect and ensure satisfaction. This includes:

- Introduction to Support Teams: Team of Experts, Dedicated Care, Technical Support, Account Team and various escalation paths.
- Review of account tools (I-Billing, Self-Service Portals, MyT-Mobile)
- Review billing for new devices and services deployed
- Provide best practices for user experience (provide International Support, troubleshooting)
- Work with the customer to design customized reporting based on department/billing codes
- Ensure customer expectations are met; prepare for IM post-deployment customer survey

Stage 5: Transition

After deployment, the Implementation Manager and the assigned project account team members will review the account to verify services are correct, per recommendations at the time of award. We will also review the support tools and teams available, along with any other training needed.

T-Mobile will review the implementation project with the customer to share best practices. Survey feedback loops are made to the customer and reviewed by the T-Mobile team to ensure satisfaction.

Implementation Plan. c. SLA-~~D15~~D6. Contractor will not include non-State agencies that opt to purchase under a different contract vehicle with Contractor in the ~~Non-i~~Incumbent Contractor Weekly Migration Report.

From the initial Project ~~Charter~~Management Plan, thr~~t~~ough the various plans, reports and guides, to project closure, T-Mobile will incorporate the State requirements into our comprehensive implementation philosophy to give the State a best-in-class migration experience.

3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D9.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

Infrastructure Checklist

Section Reference	Requirement
SOW Section 2	
2.1 - 2.6	All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.
3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.

SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method.
SOW Section 6	
6	The Contractor has demonstrated the MFMP catalogs are ready, and the Contractor is ready to accept orders through MFMP.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the

State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.
5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

4.2 Local Control

The Contractor should provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor should provide a public safety portal (dashboard). The information held in this dashboard, or within the Contractor's MCS Portal, shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

Non-mission critical public safety service plans shall provide the status of the Statewide network and alerts on outages through an alternative means.

4.4 Public Safety Standards

Mission Critical public safety service plans and devices shall be in compliance with the relevant 3rd Generation Partnership Project Technical Specifications and the National Public Safety Telecommunications Council (NPSTC) standards for a mission critical service .

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

Should the Contractor offer plans marketed towards the public safety community that are not in compliance with the relevant 3rd Generation Partnership Project Technical Specification or do not meet the necessary criteria to be deemed "Mission Critical," as defined by the National Public Safety Telecommunications Council (NPSTC), the Contractor's EUPL must clearly state, at the beginning of the plan description, "THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD." Failure to include this statement where applicable will result in the EUPL not being accepted by DMS.

4.5 Demonstration Devices

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) Business Days. Any demonstration agreements, equipment, forms, and processes shall be provided, managed, and maintained by the Contractor, subject to the approval of DMS.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names,

titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities or as recognized by the First Responder Network Authority.

The Contractor should limit access to the Mission Critical public safety plans to only Customers that are Public Safety Entities. At a minimum, Public Safety Entities should include the following Customers, as categorized by the North American Industrial Classification System (NAICS) codes:

- 621910 Ambulance Service
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order and Safety Activities
- 928110 National Security
- 921190 Other General Government Support
- 921110 Executive Offices
- 921150 American Indian/Alaska Native Tribal Governments
- 922190 Other Justice, Public Order and Safety Activities

Should the Contractor offer non-mission critical public safety service plans, the Contractor's EUPL must clearly state the eligible NAICS codes in the plan descriptions.

4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This

should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

Given the statements in subsection:

Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed in SOW, section 4, Public Safety Service Plans and Devices.

T-Mobile delivers best in class service to Public Safety entities across the U.S. Whether making 10-digit voice calls or processing highly secure information, our public safety customers rely on a network with more capacity than any commercial carrier.

T-Mobile has provided our Public Safety service plans (Connecting Heroes and First Responder plans) included on the End User Price List and device portfolio.

T-Mobile's entire product portfolio is available to utilize with T-Mobile's First Responder and Connecting Heroes rate plans. Currently, T-Mobile does not offer products that conform to the 3GPP standard 33.180.

Describe the Respondent's proposed deployable technologies and how they will be utilized during an emergency or when requested by a public safety entity.

Fortifying Emergency Response plans for our Public Safety customers is paramount at T-Mobile, and a function we have practiced for over 18 years.

T-Mobile's National Emergency Management (NEM) and Emergency Response Team (ERT) work in close collaboration with Local, State, Federal, and Tribal Public Safety entities across the state both as a "utility" responsible for restoring and recovering the T-Mobile network, and as a ESF2 Mission-Assigned support partner with dedicated deployable assets and human resources in support of Public Safety operations.

Preparedness: Long before events arise, ERT personnel are engaged with Local, State, Federal and Critical Infrastructure planners, including, for example, leaders from the Florida Department of Emergency Management, the Federal Emergency Management Agency,

Department of Homeland Security Critical Infrastructure Security Agency (CISA), Department of Defense, and the Federal Communications Commission to develop policies and response frameworks, help shape best practices, coordinate on training and exercises, and improve the overall readiness of the nation. This collaboration promotes the readiness and operational capacities of T-Mobile as well as Local, State, and Federal entities, and other Critical Infrastructure and essential service partners.

Response: During times of crisis, disasters, and emergencies, T-Mobile National Emergency Management personnel who are coordinating recovery seek to remain in lockstep with Emergency Management, Homeland Security, and Public Safety officials. Through our collaboration with the National Communications Coordination Center and through State and Local Emergency Operations Centers, T-Mobile representatives can gather and share information, mitigate environmental and operational concerns, facilitate protective measures, and enhance rapid response and recovery capabilities.

Enhancing First Response: Our EM/ERT provides a full suite of first response capabilities. Uniquely qualified and time tested, our ERT program includes a national cache of handsets, hotspots, charging stations, and WIFI equipment to help address surge demands on Emergency Management and Public Safety operations.

Additionally, our national fleet of deployables, including Satellite Cell on Light Trucks (SatCOLTs), COWs, COLTs, TOWs, Portable Satellite Antenna Systems, microwave systems, and other tactical communications systems provide the necessary and specialized infrastructure to support Government and Enterprise operations. This collaborative approach not only ensures T-Mobile's continuing capabilities to serve, but also helps address restoration of critical resources in the whole.

ERT deployable infrastructure assets are built on a concept of addressing and mitigating the varying issues that pertain to the loss, impairment, or lack of communications including power, backhaul, congestion, and access and take significant consideration into the varying environments in which they must operate. ERT Infrastructure assets are then further developed to be interoperable across a wide array of communications technologies spanning Wireless, Wireline, and Land Mobile Radio systems, and in nearly any environmental setting including urban, rural, and remote, whether necessary for indoor or outdoor applications.

T-Mobile is dedicated to maintaining contact with key Emergency Operations Centers (EOC) during major disasters and special security events. When events do occur, a process is in place for T-Mobile to support and communicate with local, state, and federal EOC's to help facilitate situational awareness, mitigate issues related to the restoration of network resources, while also prioritizing the deployment of assets and resources to support First Response and Public Safety operations.

Describe how service plans and devices are not throttled during an emergency.

T-Mobile's Public Safety service plans (Connecting Heroes and First Responder plans) included on the End User Price List are not subject to T-Mobile's fair usage prioritization threshold and therefore are not subjected to deprioritization at any time.

Throttling may occur when a subscriber passes their allotted data usage in a month (data cap) and their speeds start to slow down.

Describe the Respondent's planned network hardening approach, including issues caused by power, hardware failures, topography, weather, and man-made incidents.

T-Mobile's has a highly efficient and experienced Disaster Readiness and Emergency Response process.

T-Mobile's Reliable, Resilient & Redundant Network

Reliable connectivity is a must for our customers. We have spent many years focused on network and operational redundancy along with hardening and improving resiliency on our infrastructure, critical sites, and operations such as Network Operations Centers, Data Centers and Call Centers. Network design plays a critical part in hardening our network. MSO locations are designed to significantly reduce the chance of network failure due to third party fiber damage, equipment failures or other potential causes of service interruptions. We continue to make significant investments in our network's redundancy, resiliency and reliability and maintain an organized and integrated suite of disaster plans & procedures.

Our Network Operations Centers are not only geo-redundant and diverse across the country, but the NOC teams also practice operations rollover on a regular basis. We have geo-redundant teams that conduct not only those daily operations at each site, but also engage in the operational rollovers from center to center.

Our Data Centers are geo-diverse and geo-redundant. They support primary and alternate systems for critical operations, tools, and systems. We have geo-diverse and redundant teams of experts across engineering, facilities, NOCs, IT Teams, Network Support and Data Centers.

Our Cell Site and Switch Disaster Planning

Cell sites are generally equipped to accommodate back-up power sources as needed (e.g., batteries, fixed generators, portable generator connectors). We've also implemented a distributed architecture for interconnection redundancy utilizing dual fiber facilities at switch locations. Communications from T-Mobile cell sites are backhauled with various combinations of Ethernet, copper, fiber, and microwave systems. T-Mobile's radio network provides significant overlapping coverage areas, which often allow cell sites to compensate for a neighboring cell site fully or partially.

Site recovery plans have been developed for major switch locations, prioritizing available options for relocation, to help ensure agility when faced with disaster recovery issues. Mobile Switching Centers have permanent, on-site emergency backup power for use in the event of a momentary or extended power failure. They are protected by FM 200 or Pre-action Dry Fire Systems. They are also equipped with spare equipment inventory for all critical network elements.

IP Backbone Failover and Recovery

T-Mobile's IP network utilizes multiple logical adjacencies over physically diverse paths. Essentially, there are multiple diverse paths between any two nodes on the backbone. These backbone links travel over fiber physically diverse from other fiber paths. The IP Backbone is regularly reviewed and augmented for capacity needs and can reroute traffic based upon dynamic routing protocols. Thanks to the high level of diversity and fast convergence of the network most fiber outages and router failures will go completely unnoticed by our customers.

Additionally, in the event of a temporary outage of one or many network links, we can manage all customer routing requirements effectively. The IP backbone utilizes technology to take advantage of potential fiber paths during a disruption. The capacity available in the backbone helps ensure congestion-free service during normal operations and provides failover bandwidth in the event of one or more link outages.

IP backbone network routers have at least two physical connections, redundant processors, and redundant power supplies (such as batteries and diesel generators) at all sites. Equipment is installed in secure T-Mobile facilities that are built to withstand natural disasters.

Response Operations

T-Mobile has multiple strategies in place for Emergency Management and Rapid Response to quickly address and respond to all types and sizes of events and to support our customers across the globe. We understand the importance of reliable communications and always-on connectivity. We have a long history of moving quickly and efficiently in emergency situations to ensure our customers can stay connected when they need it the most.

When our Network team receives notification of an actual or potential situation that requires activation (hurricane, earthquake, regional power outage, other event where business as usual would not resolve the situation), a virtual Emergency Operations Center (EOC) is established to oversee and manage the company's response to an event from the beginning to end. This EOC performs an initial overall assessment, establishes monitoring bridge(s), coordinates between agencies impacted by the event, assigns tasks, gathers status information, and performs executive notifications at prescribed times.

We maintain an organized and integrated suite of disaster plans & procedures. Network teams leverage tools such as hardened GPS-enabled phones, wireless modems, custom applications, IoT solutions and smart phones to aid in situation assessment, response, and resource tracking. These multilayered investments are designed to deliver best in class service continuity.

When disaster strikes in one area of the country and there is a need for additional on-the-ground support, we have an *Emergency Volunteer Team* comprised of T-Mobile employees across the US who personally volunteer to go into disaster impacted areas to help keep our customers connected.

Rapid Response Vehicles

Our rapid response fleet of vehicles is pre-staged across our operational areas to enable rapid response and includes COLTs, COWs, Generators, Mobile Command Centers, snowmobiles & customized communication Jeeps, to help provide satellite service in the worst conditions. Our Jeeps can deploy within minutes and operate in some of the toughest terrains to support our customers when they need us most. We will never stop working to make our network the best for our customers.

Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address real-time public safety network problems and public safety Customer and End-user issues.

T-Mobile Government Dedicated Experts (DEs) are assigned to each Government Account Executive (GAEs) and support all customers in the GAEs' base (the State of Florida account). Government DEs are available Monday – Friday during regular business hours with the following support available 24x7:

- Inbound Team of Experts – 24 x 7 Support – This team provides support outside of DEs hours of operation and can provide support related to their T-Mobile account, coverage or devices. 1-844-361-1310.
- T-Mobile for Business Care – 24 x 7 Support – This team provides support for end users. End Users will be provided with limited account support including troubleshooting, the ability to suspend a lost/stolen device, and general information on International plans, coverage and usage. 1-800-375-1126.

T-Mobile will provide a list of the DE's available to the State, including contact information and hours of availability.

T-Mobile Emergency Response Team is available to provide 24x7 support. This national team is dedicated to supporting government first and public safety operations, ERT adjudicates and coordinates communications resources dedicated to supporting government first response and public safety operations. This team can be reached via:

- Toll Free: 888-639-0020
- GETS: 254-295-0020
- Email: ertrequests@t-mobile.com

Describe the corporate commitment to providing DMS the information it requires for notifications on significant public safety performance impacts

T-Mobile is dedicated to maintaining contact with key Emergency Operations Centers (EOC) during major disasters and special security events. When events do occur, a process is in place for T-Mobile to support and communicate with local, state, and federal EOC's to help facilitate situational awareness, mitigate issues related to the restoration of network

resources, while also prioritizing the deployment of assets and resources to support First Response and Public Safety operations.

As described above, the T-Mobile Emergency Response Team is available to provide 24x7 support during significant public safety performance impacts.

Describe the use of an escalation procedure related to real-time public safety network problems and public safety Customer and End-user issues.

The State should follow the same path for Customer and End-user issues as outlined above. T-Mobile will work with the State to provide a full hierarchy contact list for each escalation path required. For example, if the State has a billing escalation for Public Safety, the appropriate point of contact would be different than an escalation regarding the need for deployable technologies during an emergency.

Describe the Respondent's dedicated customer service, including helpdesk support and ongoing LTE training offered to public safety entities for the integration of LTE into State public safety communications.

As noted above, the State will have access to a Dedicated Expert (DE) who is available Monday – Friday, during regular business hours as well as our Inbound Team of Experts and T-Mobile for Business Care teams that provide 24 x 7 support.

T-Mobile will work with the State to develop the training to best fit your objective. Training options can include on-site demos, instructional videos, webinars or "train the trainer" sessions.

Submit a defined list of eligible users that are public service entities, and describe how the Respondent will restrict access to their public safety service plans.

The following table identifies eligibility:

Connecting Heroes Rate Plan Eligibility		
NAIC	**Description**	**Status**
621910	EMS/Ambulance Services provided by Cities, Counties, States, Districts / Municipalities. Tribal	Heroes eligible
922120	Police Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	Heroes eligible
922160	Fire Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	Heroes eligible
	Government Public Safety Answering Points / Emergency (911) Call Dispatching	Heroes eligible
	Active Sworn Law Enforcement officers employed in Public Education	Heroes eligible
First Responder Plan Eligibility		
NAIC	**Description**	**Status**

621910	EMS/Ambulance Services provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
922120	Police Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
922160	Fire Protection provided by Cities, Counties, States, Districts / Municipalities, Tribal	First Responder eligible
	Government Public Safety Answering Points/Emergency (911) Call Dispatching	First Responder eligible
	Active Sworn Law Enforcement Officers employed in Public Education	First Responder eligible
	Offices of Emergency Management	First Responder eligible
	Courts	First Responder eligible
	Other Justice, Public Order, and Safety Activities at T-Mobile discretion	First Responder eligible
	Legal Counsel and Prosecution	First Responder eligible
	Correctional Institutions	First Responder eligible
	Parole Offices and Probation Offices	First Responder eligible
	Transit Agencies	First Responder eligible
	Ports/Airports Police	First Responder eligible
	Park Police/Park Rangers	First Responder eligible
	Department of Corrections	First Responder eligible
	State Departments of Natural Resources/Conservation	First Responder eligible
	Housing Authorities	First Responder eligible
	Public Works	First Responder eligible

First Responder plans (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910]. Final eligibility determinations are in T-Mobile's discretion.

Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required but is not the sole basis for eligibility: Police Protection 922120, Fire Protection

922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command
- Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff
- Police, or fire field command
- Police or fire dispatch
- 911 call centers

Describe the Respondent's geographic coverage, both current coverage as of the time of Response, and also planned coverage during the term of the Contract. This should be accompanied by:

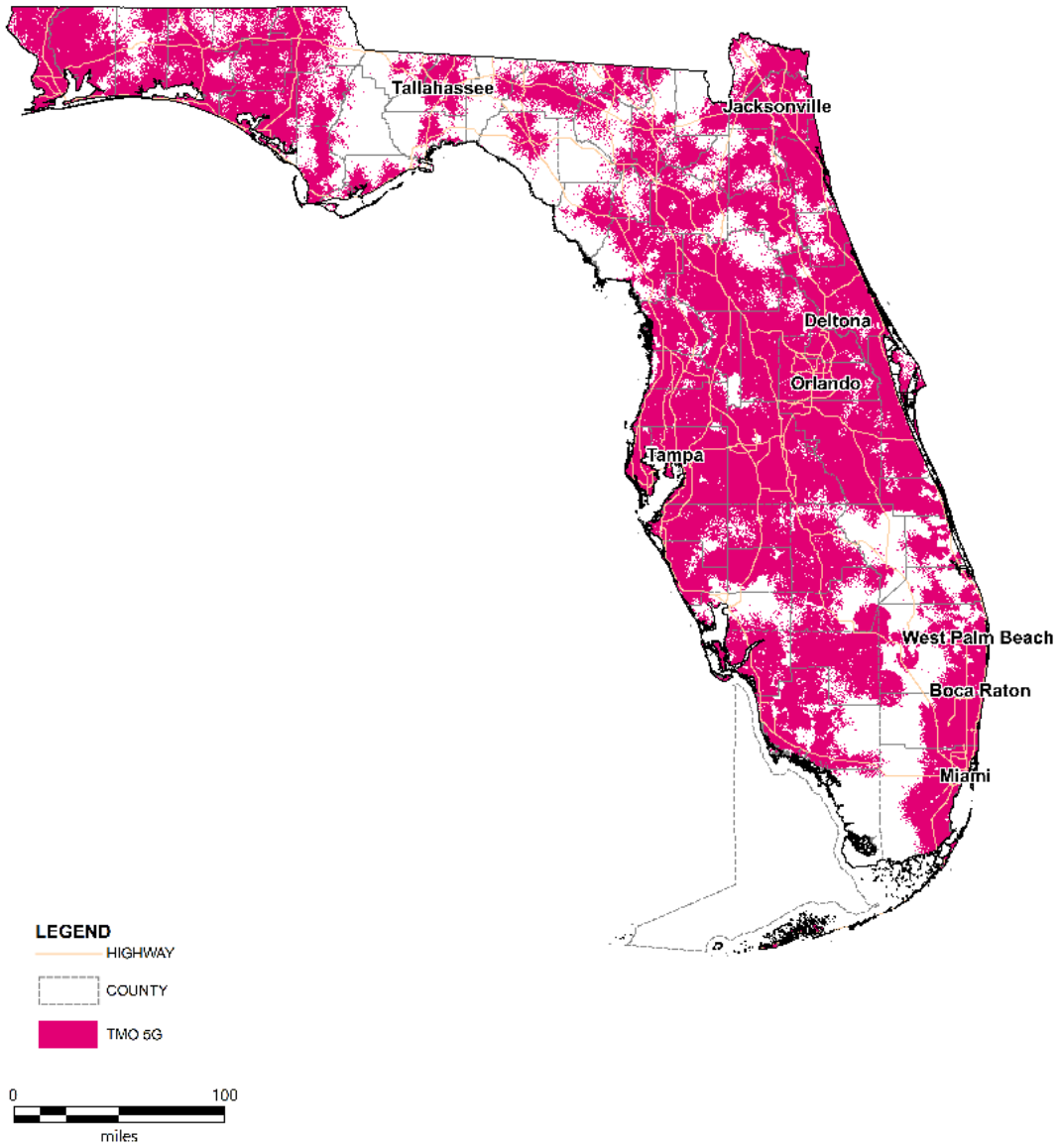
a. Detailed coverage maps

i. Provide detailed in-network voice, high speed (third generation -3G & fourth generation -4G, next generation such as 5G) and low speed (second generation -2G) data coverage maps for Florida (covered directly or through identified roaming agreements partnership).

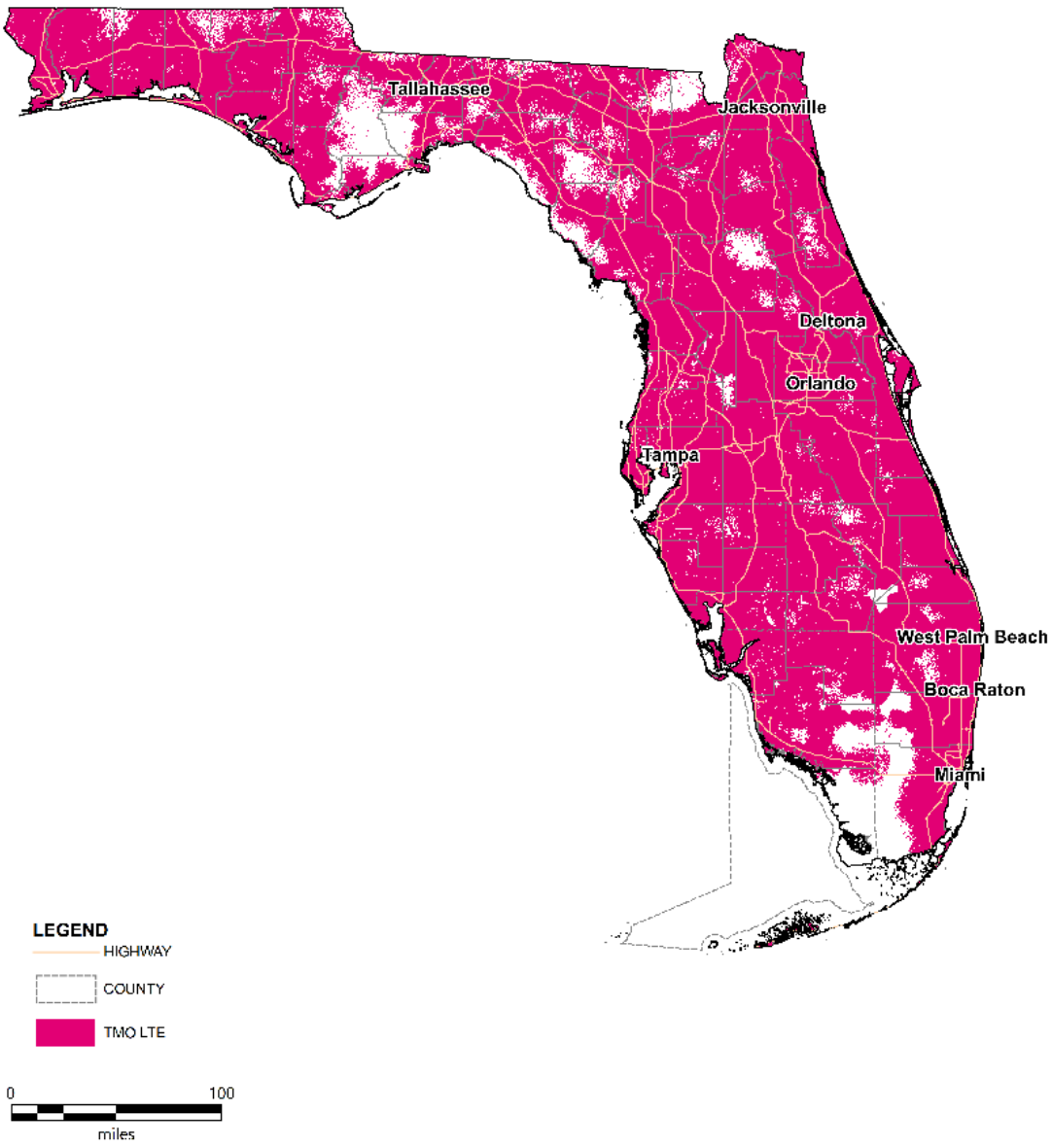
The following maps illustrate T-Mobile coverage for 4G / 5G, GSM and 2G.

See following pages for each map.

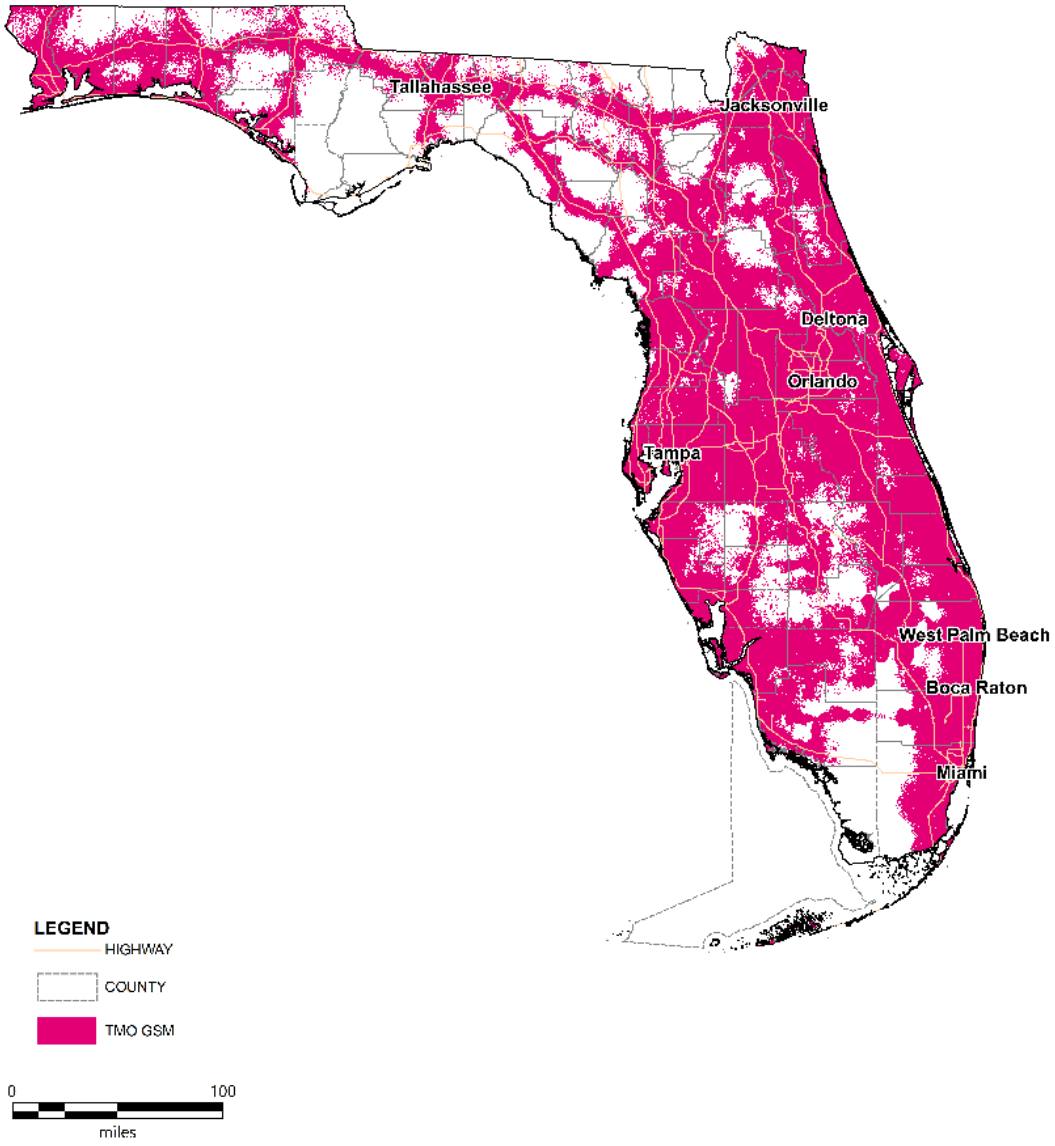
Current 5G Coverage



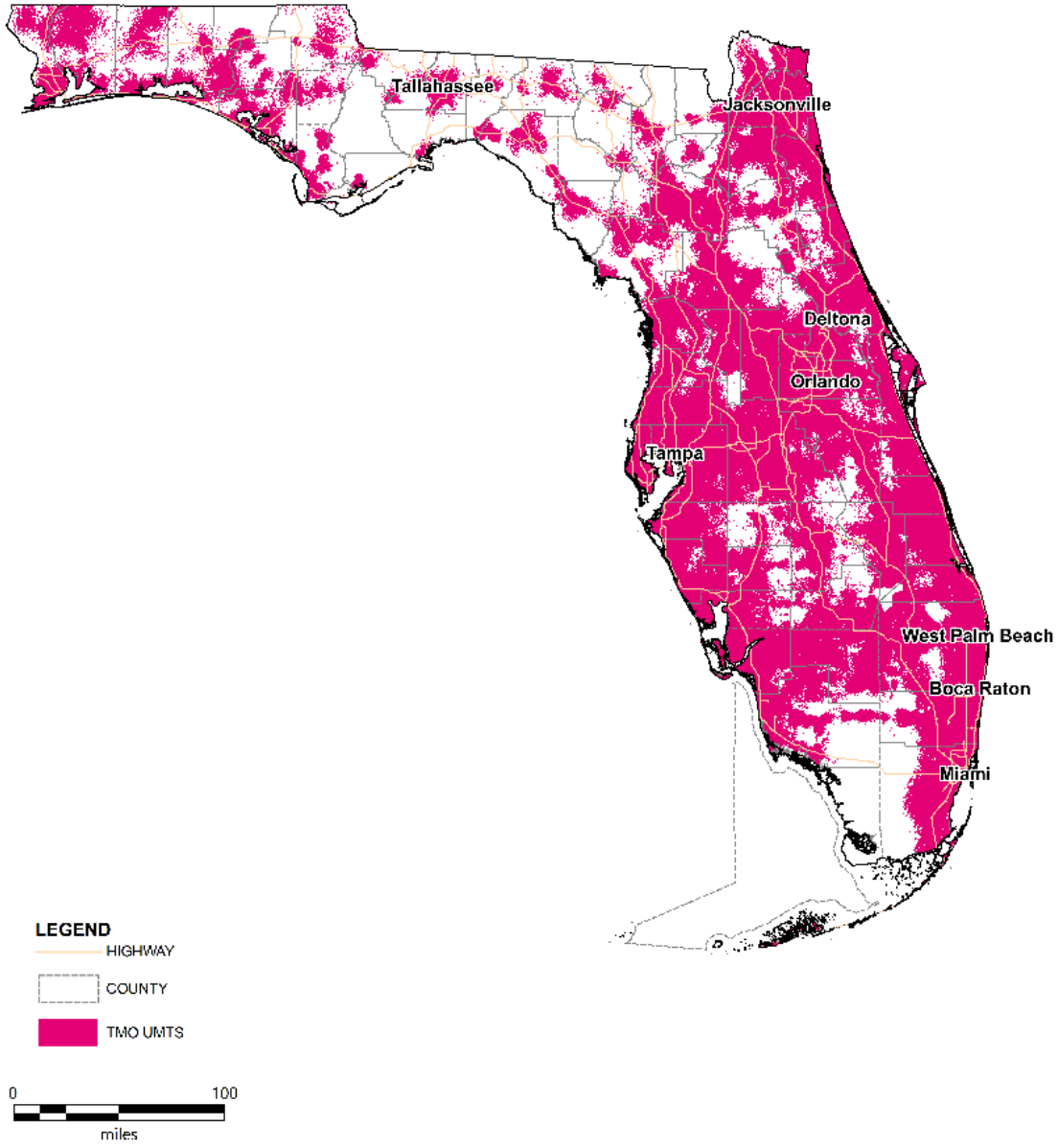
Current 4G LTE Coverage



Current GSM Coverage



Current 3G (UMTS) Coverage



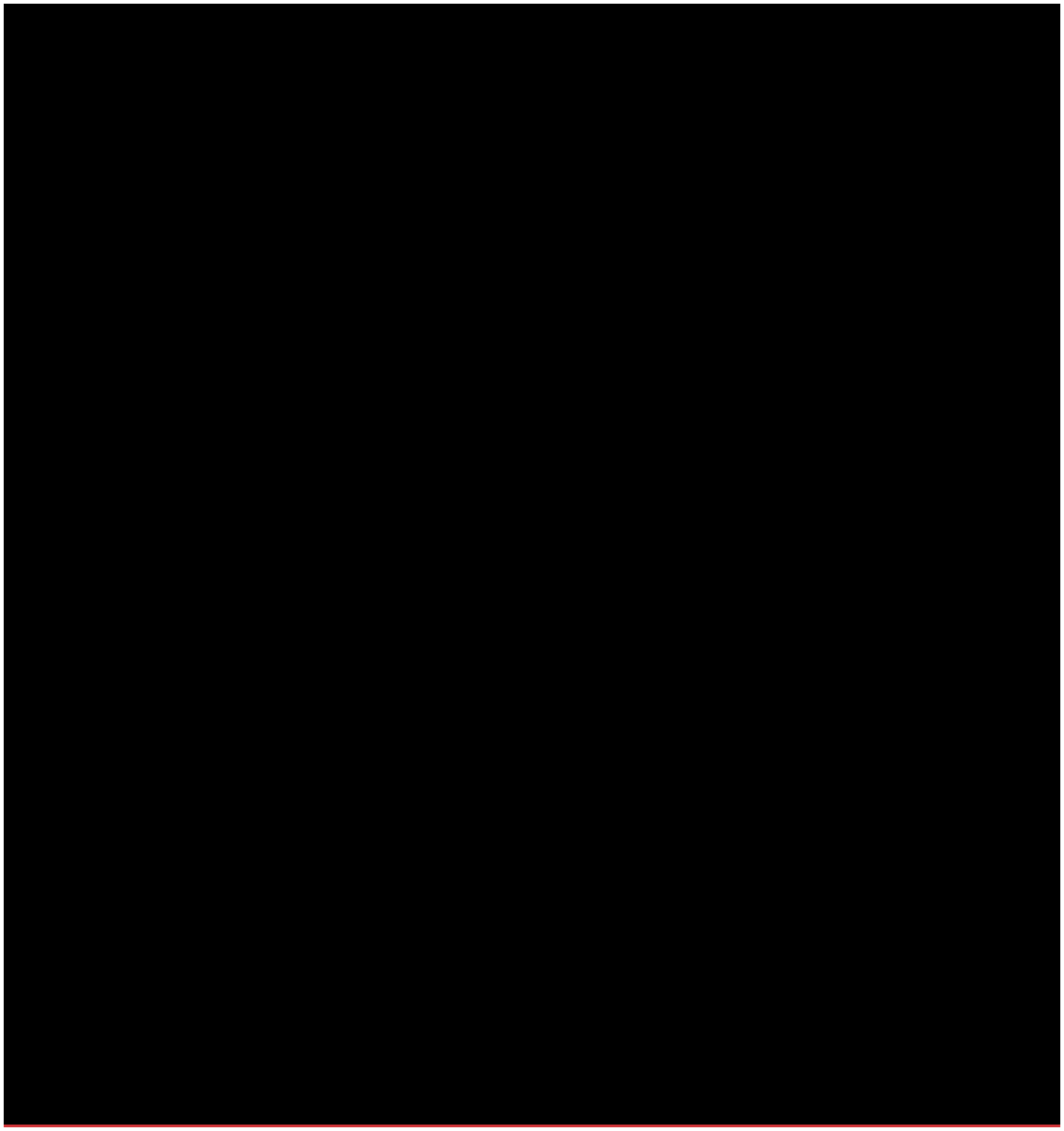
Coverage maps approximate our wireless coverage area and do not guarantee service availability at all times. Service coverage quality and availability, including the ability to make, receive and maintain calls may vary due to network capacity, signal strength, the type of device, terrain, weather, and other conditions. Capable device required for 4G LTE or 5G signals. 5G is still developing. A limited selection of 5G devices are currently available and not all devices & signals are compatible, check device specs. While 5G access won't require a certain plan or feature, some uses/services might. Some service within coverage areas provided by roaming partners, on-network allotments apply in those locations.

The following maps illustrate the anticipated EOY21 coverage for 4G LTE and 5G.

REDACTED

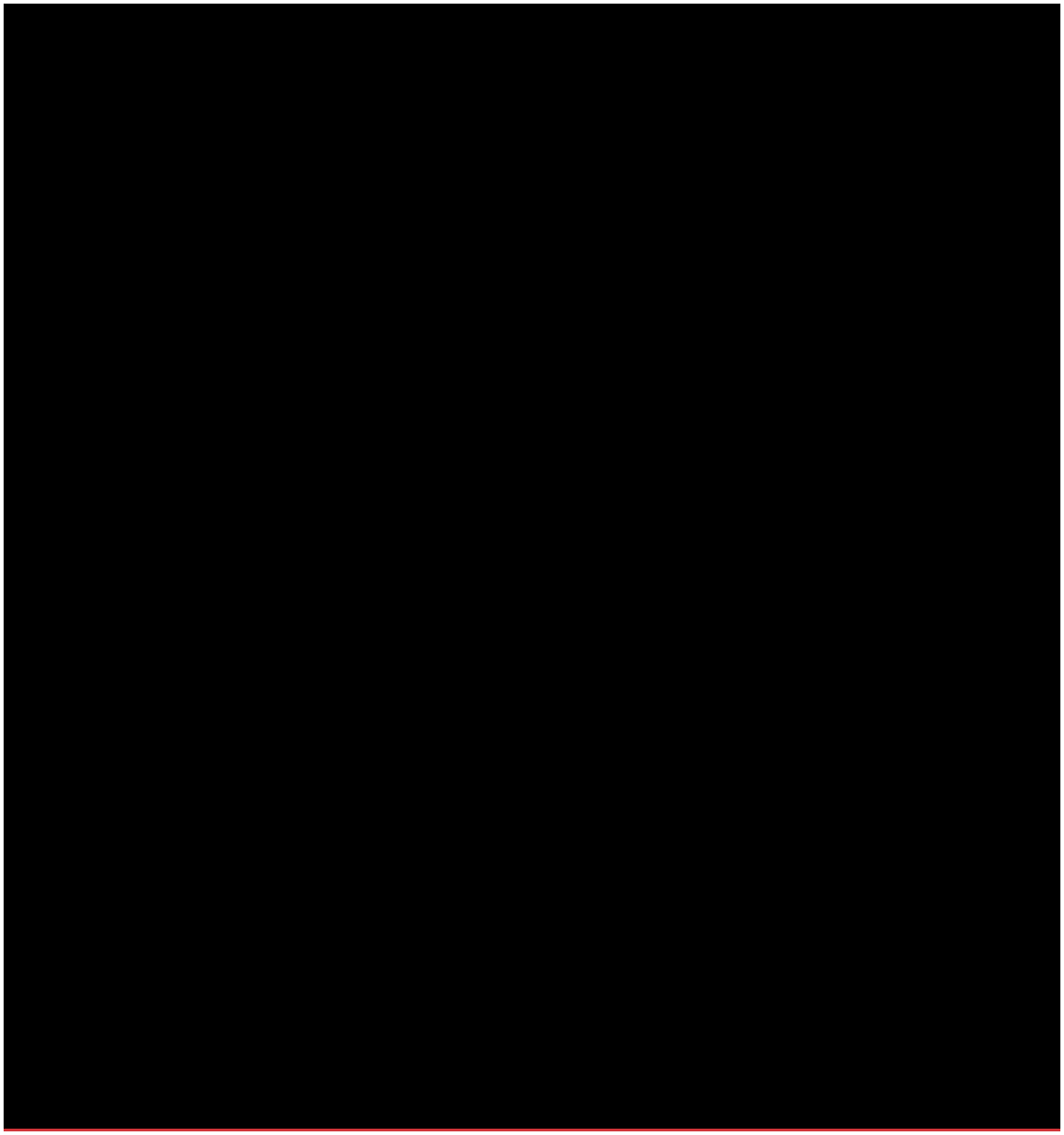
Begin Confidential / Trade Secret Information.

EOY21 4G LTE Coverage



REDACTED

EOY21 5G Coverage



End Confidential / Trade Secret Information.

ii. Provide a service area coverage map for Push-to-Talk (PTT). In addition, PTT protocols in use are to be identified. If some areas of the State have newer, higher performance or more capable PTT, those areas should be identified. If multiple types of PTT are supported, identify the technology and areas covered.

Please refer to the coverage maps above. At this time, T-Mobile's Push-to-Talk (PTT) devices and services do not meet the "mission critical" definition as defined by NPSTC and will not be advertised as such pursuant to SOW section 4.8. Currently, our Push-to-Talk (PTT) offering would be fully available in the same coverage area identified.

Describe how Mission critical Push-to-Talk (PTT) devices and services shall meet the "mission critical" definition as defined by the National Public Safety Telecommunications Council (NPSTC), as described SOW section 4.8, " Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department."

At this time, T-Mobile's Push-to-Talk (PTT) devices and services do not meet the "mission critical" definition as defined by NPSTC and will not be advertised as such pursuant to SOW section 4.8. T-Mobile currently offers PTT service, and we are invested in furthering our available PTT offerings in the future on the T-Mobile network.

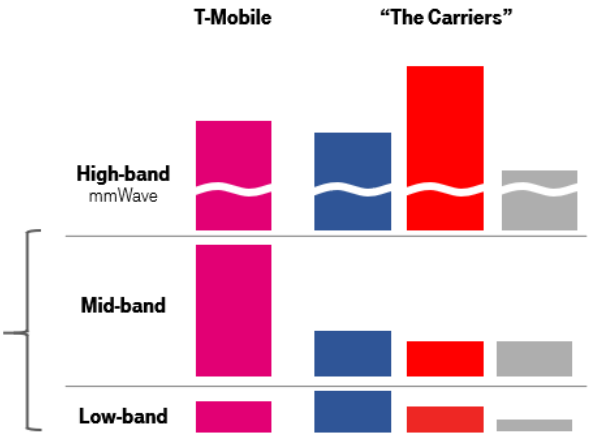
Describe the Respondent's approach to ensuring quality of service, priority and preemption as indicated in the 3GPP standards; the level of priority given to public safety entities and the methodology behind administering the level of priority; and the Respondent's approach to ensuring public safety service plans and devices meet the public safety standards as described SOW section 4.4, "Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180. The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks."

T-Mobile is focused on providing service to Public Safety users utilizing our network, capacity, strengths and advantages. The need for data priority and preemption is grounded in the historically limited access to network capacity for Public Safety. Because T-Mobile has significant spectrum holdings, the need for preemption on the T-Mobile network is mitigated in comparison to other network architectures.

T-Mobile uses all spectrum bands to support First Responder and Connecting Heroes rate plans, which always are on T-Mobile's highest level of QoS. During times of congestion, T-Mobile's network automatically deprioritizes other rate plans to support KPIs for the First Responder and Connecting Heroes rate plans.

T-Mobile is also focused on the delivery of next generation services to public safety enabled through 5G capabilities, as described below.

T-Mobile Network

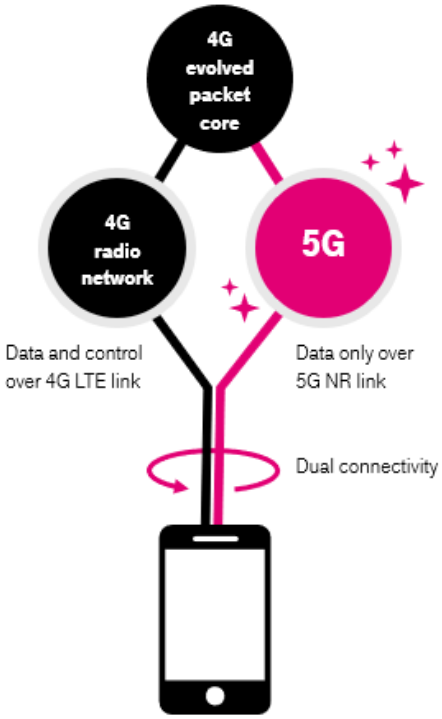


Our 5G network will combine an incredible portfolio of spectrum assets, including nationwide low-band 600MHz spectrum and Sprint's nationwide mid-band 2.5GHz spectrum. We also have high-band spectrum, but because it is very short range, it is only effective and deployed in areas of dense population.

- T-Mobile controls an average of 319 MHz of low/mid-band spectrum nationwide.
- This is nearly 2x that of AT&T and nearly 3x that of Verizon.

The key here is that we have spectrum in ALL layers. We will be able to rapidly deploy5G across the country to give you meaningful and consistent access to 5G signal in more places more quickly. Further, we will have much more network capacity than our competition.

4G/5G Dual Connectivity



5G isn't replacing 4G any time soon. In fact, 5G is additive and will coexist and work with the 4G LTE network. Carrier aggregation has allowed operators to tap into noncontiguous blocks of licensed spectrum, as well as unlicensed frequencies like the 5 GHz band, to utilize bigger data bytes and significantly improve LTE coverage.

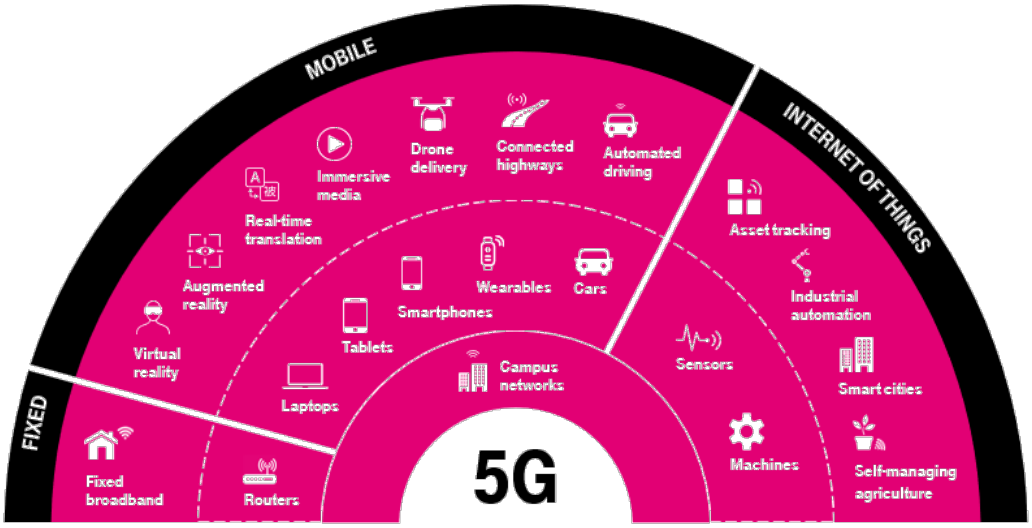
Our 5G network, which was designed from the ground up to support spectrum aggregation and sharing, is today tightly linked to our LTE network; and a technology called dual connectivity is allowing us to supercharge non-standalone 5G.

- 3GPP standards allow dual connectivity, which supports tight interoperability with current 4G networks.
- 5G capable phones can use both 4G and 5G technology.

The 5G Future

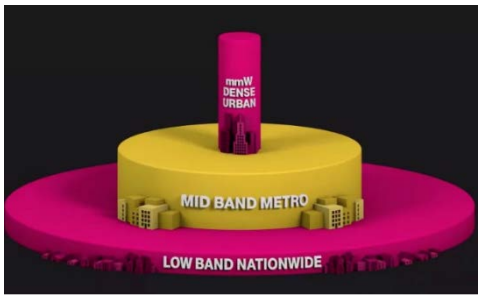
The fifth generation (5G) of network technology has the potential to benefit everything from entertainment and gaming to education and public safety. Over time, 5G is expected to deliver faster download speeds, real-time responses, and enhanced connectivity, giving your business and your consumers the potential to experience new, innovative technologies. A 5G future could bring:

- Massive broadband
- Massive machine communication
- Critical communication



Spectrum is the fuel that drives a 5G network

As we evolve, we know an advanced wireless network needs multiple spectrum bands to achieve both the breadth and depth of service you need, today and in the future. We've expanded our 4G LTE network with 600 and 700 MHz deployments and deployed 5G with three bands: millimeter wave, mid-band and 600 MHz low band. The mmWave high-frequency spectrum is ideal for providing high peak speeds in limited areas while low-band spectrum can deliver 5G service across the US, including many rural areas.



- **High-frequency bands (28GHz)** – Ultrafast data transmission but limited range measured in city blocks
- **Mid-frequency bands (2.5GHz)** – Transmits data faster but is targeted
- **Low-frequency bands (600 MHz)** – Transmissions reach a wider area

A Great Network Needs ALL Spectrum Bands

We're leveraging our spectrum holdings to deliver a broad and deep 5G network

We also plan to use our excess 5G capacity to provide in-home broadband Internet connections at speeds up to 500Mbit/s across 10 million US households by 2024, covering 52% of all US zip codes



99% with 5G

We already have the largest 5G network, and within six years, we'll provide 5G to 99% of Americans.



Massive Capacity

Over the next six years our capacity will increase 14x over what we have today.



15x Faster

Our network will be 8x faster than current LTE in just a few years, and 15x faster in the next six years–with about 450 Mbps nationwide average download speeds, compared to around 30-40 Mbps today.

Wireless Priority Service

T-Mobile is a Wireless Priority Service (WPS) provider, a program managed via the Department of Homeland Security (DHS). T-Mobile follows all DHS guidelines for granting WPS access to qualified lines of service. Access to WPS is vetted and approved outside of T-Mobile by DHS and a government contractor, General Dynamics Information Technology (GDIT) in collaboration with the customer's Homeland Security official Point of Contact (POC). Once a user's line is approved for WPS service, GDIT sends a confirmation for the appropriate WPS SOC to be added to the user's line. This process, and T-Mobile's WPS service, is similar to that offered by other WPS carriers.

WPS subscribers always have the highest priority access to T-Mobile's LTE network services. That means WPS subscribers who place an LTE voice or video call or use LTE mobile data will always be admitted to the network with priority over non-WPS subscribers. T-Mobile's experience is that our vast network has sufficient capacity – even during times of congestion – to support all voice call attempts (even without terminating ongoing calls by non-WPS subscribers).

TL-9000 and ISO-9001 are generic certifications of company Quality Management and Process Management practices and are not directly applicable as public safety standards. T-Mobile is compliant regarding ATIS-10009 and ITU-T Y.1271 as applicable by the T-Mobile DHS WPS contract and functional specifications for WPS.

Describe the local control portal, as described in SOW section 4.3.

T-Mobile is invested in furthering our Portal capabilities as we move forward, however, given T-Mobile's significant spectrum holdings, T-Mobile does not require a local control option to

maintain First Responder access to its network during times of congestion. T-Mobile uses all spectrum bands to support First Responder and Connecting Heroes rate plans, which always are on T-Mobile's highest level of QoS. During times of congestion, T-Mobile's network automatically deprioritizes other rate plans to support KPIs for the First Responder and Connecting Heroes rate plans.

5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

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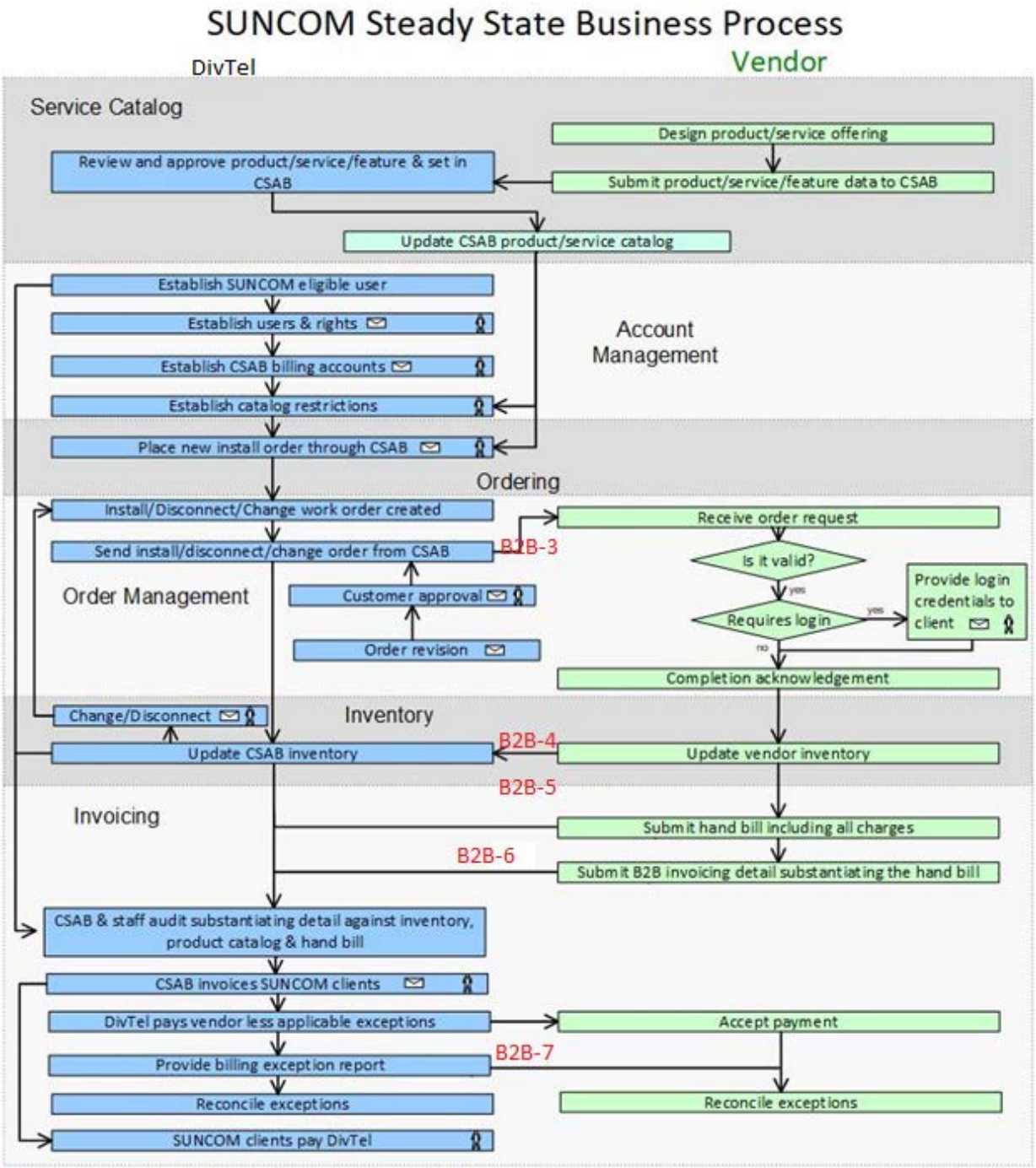

B2B means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required SUNCOM Client notified

5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor may use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The DMS preferred method is API; however, this is not mandatory. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

5.4.1 Batch Routines

The second method the Contractor may utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

The Contractor shall only use manual review and data entry as a method of last resort. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the MCS services in the CSAB Service Catalog:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. A description of any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a "shopping cart" when a Customer "checks-out."
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed.

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice within two (2) billing cycles after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month, unless otherwise agreed with DMS in writing.

5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with the CSAB Inventory ID necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities.

All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include usage for each billing period (start and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1st and run through the end of the month based on the completion date, unless otherwise agreed by DMS in writing. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a catalog for Customers. The MFMP catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1**.

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer’s billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2**. This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited

discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

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T-MOBILE FOR GOVERNMENT

FL BAFO ITN DMS-19/20-006

T-Mobile Work Perks – Exclusive Employee Savings

Because of where you work, get exclusive offers with T-Mobile Work Perks. Save more than $900 over Verizon with $ 10/mo. discount on premium UNLIMITED Talk, Text and Data! Employees can activate **TWO** ways either by calling Business Direct Telesales @855-570-9947 OR visiting any retail store and asking for their employer discount. T-Mobile Work Perks program changes frequently and this represents our current program/offer.

Magenta Max Features
Our premium Unlimited 5G data plan

	Unlimited talk, text, and 5G & 4G LTE smartphone data on our network		2x data speed & texting abroad		Free stuff every week with T-Mobile Tuesdays		40GB of high-speed mobile hotspot data
	Taxes & fees included		Dedicated customer care team		Free texting & unlimited in-flight Wi-Fi		Five layers of scam-blocking protection
	Netflix on us		Up to 4k UHD streaming		Talk, text, & 5GB of high-speed data in MX & CA		

Compared to 3 lines of Verizon Get More Unlimited over 20 mos. with approx. taxes and fees. Carriers features and fees may differ. Above are current Magenta Max features and are subject to change. Req. new acct. on Magenta MAX $5/mo./line discount up to 2 lines for 20 mos. **Activate up to 4K UHD streaming on capable device, or video typically streams at 480p. 40GB full-speed tethering, then unlimited at max 3G speeds.** Unlimited while on our network

More lines. More savings

Number of lines	Magenta Max with AutoPay	T-Mobile Work Perks with AutoPay
1	$85	**$80**
2	$140	**$130**
3	$170	**$160**
4	$200	**$190**

Limited time offers; subject to change. **T-Mobile Work Perks**: Participating locations. Requires a new account and 1 port-in line. $5 will go on voice lines only for 20 months. Credit is applied within 2 bills. Employee validation is required. Customers have 30 days from account activation to add a second voice line and qualify for the $200 offer. May not be combined with some offers or discounts. Up to 12 lines. This is the current T-Mobile Work Perks plan and pricing. T-Mobile changes price plans and offers frequently to remain competitive and provide the best value in wireless. Pricing is subject to change without notice.

How to Verify Employment & Order Service

Upon award, employees will be able to verify employment and obtain service via http://my.t-mobile.com or the T-Mobile app by providing the required information; Company name, first name of employee, last name of employee, work or personal email address, confirm email address, mailing address and MSISDN.

Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Attachment C
Final Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Financial Consequences are capped at 4% of the annual revenue. This cap shall exclude all Project Management SLAs (i.e., SLA-D1 through D9).					
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within sixty (60) days from Contract execution, in accordance with SOW subsection 2.1 b) Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120) day requirement, in accordance with SOW subsection 2.1	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.

			c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1		c) N/A
	SLA-A2	Final Staffing Organizational Chart	The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1	$250 per day	The clock stops when an acceptable final Staffing Organizational Chart is provided to DMS. The SLA clock is on hold while DMS reviews.
Services and Devices for Mobile Communication Services	SLA-B1	Network-to-Network Interconnection Failover	Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6	5% of the affected end users' monthly recurring costs (MRC)	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. In the event there is an IP connectivity failure

					caused by the Contractor's primary IPSec VPN appliance, the Contractor's network shall failover to their secondary IPSec VPN appliance to maintain connectivity to MFN. The failover in any case shall be accomplished within five-hundred (500) seconds. The failover shall be governed by the BGP routing protocol operating between the MFN and Contractor devices or other as agreed upon by DMS. The financial consequence shall be charged to the Contractor if their primary and secondary VPN appliances fail simultaneously or other Contractor network event which causes a total outage or the VPN appliance failover does not occur in the specified time. The Contractor shall be exempt from this SLA

					if the MFN primary and secondary VPN appliances fail simultaneously.
	SLA-B2	Network-to-Network Interconnection Performance Upgrade with MyFloridaNet	Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6	$2,000 per day	The SLA clock starts when an upgrade is needed as shown and documented by the Contractor. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.
	SLA-B3	SLA Compliance Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5	$250 per day	The clock stops when an acceptable SLA Compliance Report is provided to DMS.

					The SLA clock is on hold while DMS reviews.
	SLA-B4	Escalation Activity Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1	$250 per day	The clock stops when an acceptable Escalation Activity Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-B5	Zero Usage Report	The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2	$250 per day	The clock stops when an acceptable Zero Usage Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-B6	Escalation Procedure Development and Updates	Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4. Updated within three (3) Business Days of email notification from DMS.	$250 per day until developed or until updated	The clock stops when an acceptable Escalation Procedure Development and Updates are provided to DMS. The SLA clock is on hold while DMS reviews.

	SLA-B7	Notification, Planned Maintenance	Notification of any planned maintenance must be received twenty-four (24) hours prior to any planned maintenance, in accordance with SOW subsection 3.19.4 and section 4.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically twenty-four (24) hours prior to any planned maintenance for which notice is not provided.
	SLA-B8	Notification, Emergency Maintenance	Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4 The Contractor shall send a notification to DMS communicating the wireless services is not available in a generalized area, specific to switch locations, within Florida which includes an estimated time for service restoration (if available) within five (5) hours (maximum) from the outage start time. The SLA shall be measured and verified by the Contractor's system.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.

	SLA-B9	Notification, Unplanned Outage	Notification received within sixty (60) minutes after the discovery of unplanned outage impact, in accordance with SOW subsection 3.19.4 and section 4. The Contractor shall send within sixty (60) minutes (minimum) an electronic notification which informs DMS of an unplanned outage which includes the date, time, and estimated duration of the maintenance. The SLA shall be measured and verified by the Contractor's system.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies sixty (60) minutes after discovery of unplanned outage impact for which notice is not provided.

	SLA-B10	Migration of Existing MCS Customers	Customer migration will be completed for State agencies within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, and will be completed for current MCS OEU Customers within one-hundred and eighty (180) days of completion of the Services Infrastructure Checklist in accordance with SOW subsection 3.23	$3.00 per day, and per wireless data/voice device, until completed	The SLA clock stops for incumbent Contractors when all State agency End-users are identified as either migrated or no longer receiving services from the Contractor.
Contractor Meetings with DMS	SLA-C1	Project Management Monthly Review Meeting	A Project Management Monthly Review Meeting must be conducted within fifteen (15) days upon Contract execution and monthly thereafter, in accordance with SOW subsection 3.25.3.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
	SLA-C2	Project Implementation Phase - Project Kickoff Meeting	A Project Kickoff Meeting must be conducted within thirty (30) days upon Contract execution, in accordance with SOW subsection 3.25.4.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.

	SLA-D1	Project Management Plan	A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2	$250 per day	The clock stops when an acceptable Project Management Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D2	Disaster Recovery Plan	A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7	$500 per day	The clock stops when an acceptable Disaster Recovery Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D3	Project Status Reports	Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3	$250 per day	The clock stops when an acceptable Project Status Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D4	Guides	Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3	$250 per day	The clock stops when acceptable Guides is provided to DMS. The SLA clock is on hold while DMS reviews.

	SLA-D5	Project Closure Documentation	Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4	$250 per day	The clock stops when acceptable Project Closure Documentation is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D6	Implementation Plan	A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1	$1,000 per day	The clock stops when an acceptable Implementation Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D7	Incumbent Contractor Weekly Migration Report	An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b	$1,000 per day	The clock stops when an acceptable Incumbent Contractor Weekly Migration Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D8	Individual Customer Specific Migration Plans	Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2	$250 per day	The clock stops when an acceptable Individual Customer Specific Migration Plans is provided to DMS. The SLA clock is on hold while DMS reviews.

	SLA-D9	Services Infrastructure Checklist	The Services Infrastructure Checklist must have all items completed and be accepted by the Department and the Contractor within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27	$5,000 per day	The clock stops when the Services Infrastructure Checklist is complete. The SLA clock is on hold while DMS reviews.
Public Safety	SLA-E1	Public Safety Service Plans and Devices Report	The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7	$250 per day	The clock stops when an acceptable Public Safety Service Plans and Devices Report is provided to DMS. The SLA clock is on hold while DMS reviews.
Business Operations	SLA-F1	Invoicing to DMS	Complete and accurate invoices to DMS must be submitted no later than the 10th calendar day of the month for services in arrears, in accordance with SOW subsection 5.10. This excludes Direct-Billed Accounts.	$250 per day	The SLA clock stops when the timestamp for when the proper electronic billing file is submitted to the Department.

	SLA-F2	Application of Billing Credits	Apply each credit by the second available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10 This excludes Direct-Billed Accounts.	$750 per day	The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.
Direct Ordering and Billing	SLA-G1	Cost Recovery Payment to DMS	An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2	$750 per day	The SLA clock stops the date the check is deposited into the DMS account.
	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$750 per day	The clock stops when an acceptable Direct-Billed Accounts Monthly Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$750 per day	The clock stops when an acceptable Direct-Billed Accounts Quarterly Report is provided to DMS. The SLA clock is on hold while DMS reviews.

T-Mobile

T-Mobile State of Florida ITN: DMS-19/20-006
Proposed Service Pricing
Updated: May 2021

Service or Feature	Description	Florida Contract MRC
Voice & Data Plans		
Simple Choice Unlimited Talk, Text, and Data w/2GB LTE Data	• Unlimited talk, text and data with no overages. • Includes unlimited calling to any number in Mexico and Canada from the U.S. PLUS unlimited calling, texting and data while traveling in Canada and Mexico (use your 4G LTE data up to 5GB). • Up to 2GB 4G LTE data per month. • Unlimited data and texting when you travel to any of 120+ countries and destinations so you can stay connected when you're abroad. • Includes Binge On optimized video streaming that saves your data. • Music Freedom with unlimited music streaming on our network from top services such as Pandora and iHeart Radio without using your data. • Detectable video typically streams at 480p; disable any time.	$12.92
Government Unlimited for Phones	• Unlimited talk, text, and data on our advanced network with no data overages. • Free Scam Shield™ app. with Scam ID and Scam Block. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and a free hour of Wi-Fi on Gogo®-enabled flights • Video typically streams on smartphone/tablet at DVD quality (480p) unless you enable HD Video (1080p).	$24.97
Government Unlimited for Phones w/Device Subsidy Level 1	• Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited text and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment.	$35.30
Government Unlimited for Phones w/Device Subsidy Level 2		$45.63
Government Unlimited for Phones w/Device Subsidy Level 3		$55.10
Government Unlimited for Phones Data Feature w/21GB Hotspot	Unlimited 4G LTE Data feature with 21GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$8.61
Government Unlimited for Phones Data Feature w/31GB Hotspot	Unlimited 4G LTE Data feature with 31GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$12.92
Government Unlimited for Phones Data Feature w/41GB Hotspot	Unlimited 4G LTE Data feature with 41GB Hotspot (with unlimited max 3G hotspot speeds thereafter).	$21.53

Service or Feature	Description	Florida Contract MRC
Mobile Internet Plans		
Simple Choice Unlimited Mobile Internet Data for Government w/2GB 4G LTE Data	• High-speed data in the U.S. with no overages. • Up to 5GB of your high-speed data in Canada and Mexico. • Up to 2 GB of monthly high-speed mobile internet access. Speeds slowed to up to 2G speeds after 2 GB. • Unlimited international web while roaming in 210+ countries & destinations. • Includes Binge On - optimized video streaming (typically streams at 480p) AND stream unlimited video on popular services like Netflix, HBO NOW, Hulu and more without using your high-speed data. • Includes Data Stash which rolls your unused on-network 4G LTE data into your Data Stash bucket up to 20GB that must be used within 12mos. • Stream unlimited music on services like Pandora, iHeartRadio and more without counting against your 4G LTE data on our network.	$10.25
Government Unlimited 4G LTE Mobile Internet Data	• Unlimited 4G LTE High-speed Mobile Internet Data • Unlimited domestic messaging • Domestic data roaming • Simple Global • Stateside International Unlimited Texting • For use with Tablets/Hotspots/Routers/Modems	$30.14
Government Unlimited Mobile Internet for Tablets w/11GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$20.23
Government Unlimited Mobile Internet for Tablets w/21GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 21GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$30.14
Government Unlimited Mobile Internet for Tablets w/31GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 31GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$34.87
Government Unlimited Mobile Internet for Tablets w/41GB Hotspot	• Unlimited texting and 4G LTE data on our advanced network with no data overages. • 41GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality	$45.20

Service or Feature	Description	Florida Contract MRC
Project 10Million Plans*		
Project 10Million TFB 100 GB Per Year Program Plan (NSLP)	•100 GB data per year. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$0.00
Project 10Million TFB 100 GB Per Month Program Plan (NSLP)	•100 GB data per month. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$12.30
Project 10Million Unlimited Program Plan (NSLP)	•Unlimited data per month. •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices. •For eligible NSLP student household only. •Subject to annual state allotment and Education PM approvals. •5-year T-Mobile commitment.	$15.38
Project 10Million TFB 100 GB Per Month General Rate Plan (NSLP & Non-NSLP)	•100 GB data per month (2-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$12.30
Project 10Million General Unlimited Plans (NSLP & Non-NSLP)	•Unlimited data per month (2-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$15.38
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	•Unlimited data per month (1-year commitment). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$20.50
Project 10Million General Unlimited Plan (NSLP & Non-NSLP)	•Unlimited data per month (Month-to-Month Term). •Choice of P10M Mobile hotspot device or SIM card included and discount for select WiFi devices.	$25.63
Machine to Machine Unlimited Data		
Machine to Machine Unlimited Data (128kbps) w/Text	Machine-to-machine use. The data speed is limited to a maximum of 128 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	$5.13
Machine to Machine Unlimited Data (512kbps) w/text	Machine-to-machine use. The data speed is limited to a maximum of 512 kbps. Includes 200mb of domestic roaming data and 500 SMS. This plan does not support voice calling.	$10.25
Features		
Government Public Static IP Voice	Government Public Static IP Voice, MMS & tethering not supported. Customized setup on devices needed.	$2.05
Government Public Static IP Mobile Internet	Government Public Static IP Mobile Internet. Customized setup on devices needed.	$2.05
SMARSH Message Archiving***	Capture, Archive, and Search Mobile Text Messages	$5.13
Geotab Fleet Management for Government Plans		
Geotab Fleet Management Base Plan for Government TE	GPS location, VIN, Driver ID, and basic IOX support worldwide	$12.92

Service or Feature	Description	Florida Contract MRC
Geotab Fleet Management Regulatory Plan w/HOS for Government TE	Hours of Service, IFTA and Temperature Monitoring functionality over the Base plan. Geared toward assisting fleets in meeting a range of compliance regulations in the USA and Canada	$20.23
Geotab Fleet Management Pro Plan TE	The functionality of the Regulatory plan and support for engine and accelerometer data worldwide	$24.97
Geotab Fleet Management Pro Plus Plan TE	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide.	$30.14
Geotab Fleet Management Pro Plus Plan TE (approval required)	The ProPlus plan offers the greatest functionality, including Active Tracking, a lifetime warranty, and premium services including EV data worldwide. 100 line minimum.	$18.49
First Responder Voice Plans*		
Connecting Heroes** Unlimited $0	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and unlimited data while on our network with no overages. • Includes 1GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. • Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data at speeds up to 128kbps. • Additional international features available for purchase. • Not subject to data prioritization	$0.00
Connecting Heroes** AMP Unlimited $15	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Connecting Heroes features plus 20GB of high-speed mobile hotspot data, then unlimited hotspot data at 3G speeds. • Unlimited texting and data at up to 256kbps when traveling abroad in 210+ countries and destinations. • Unlimited texting and in-flight Wi-Fi on Gogo®-enabled flights. • Unlimited talk, text, and up to 5GB of 4G LTE data in Mexico and Canada, then data speeds at up to 256 kbps. • Name ID and Voicemail to Text. • Video streams at up to 1080p when HD video is activated. • Not subject to data prioritization	$15.38
First Responder Unlimited Talk and Text with 2GB 4G LTE Data	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text and data while on our network with no overages. • Includes 2GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. • Not subject to data prioritization	$12.92
First Responder Unlimited Talk and Text with 6GB 4G LTE Data	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text and data while on our network with no overages. • 6GB 4G LTE & Smartphone Mobile Hotspot (SMHS) data on your smartphone while on our network. • Not subject to data prioritization	$25.84

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited for Phones	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Not subject to data prioritization	$29.27
First Responder Unlimited for Phones w/unlimited hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Unlimited 4G LTE hotspot data • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Not subject to data prioritization	$72.32
First Responder Unlimited for Phones w/Device Subsidy Level 1	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited talk, text, and data on our advanced network with no data overages. • Call, text, and use up to 5GB of 4G LTE data in Mexico and Canada at no extra charge. • Unlimited texting and 2G data roaming in more than 210 countries and destinations • Unlimited domestic data roaming and unlimited video streaming at DVD quality • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Free texting and a free hour of Wi-Fi on Gogo-enabled flights • Subsidy plans include part or all of the cost of a phone in the monthly charge, and a service agreement is required. If you cancel service, you may be charged a pro rata subsidy repayment. • Not subject to data prioritization.	$39.61
First Responder Unlimited for Phones w/Device Subsidy Level 2		$49.94
First Responder Unlimited for Phones w/Device Subsidy Level 3		$59.41
First Responder Unlimited for Phones Data Feature w/11 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 11GB of high-speed Mobile Hotspot.	$0.00
First Responder Unlimited for Phones Data Feature w/21 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$8.61

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited for Phones Data Feature w/31 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$12.92
First Responder Unlimited for Phones Data Feature w/41 GB Hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G LTE data feature to be used with Government First Responder Unlimited for Phones. • Includes 21GB of high-speed Mobile Hotspot.	$21.53
First Responder Data Plans*		
First Responder Unlimited 4G LTE Mobile Internet	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited 4G Mobile Hotspot data while on our network with no overages or • Up to 5GB LTE data in Canada and Mexico, then unlimited at 2G speeds. • Not subject to data prioritization.	$34.44
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 11GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 11GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$24.54
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 21GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 21GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$34.87
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 31 GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 31GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$39.18

Service or Feature	Description	Florida Contract MRC
First Responder Unlimited 4G LTE Mobile Internet for Tablets, 41 GB hotspot	• THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD. • Unlimited texting and 4G LTE data on our advanced network with no data overages. • 41GB of high-speed hotspot data (with unlimited max 3G hotspot speeds thereafter) • Texting and up to 5GB of 4G LTE data in Mexico and Canada. • Unlimited texting and 2G data roaming in 210+ countries and destinations and unlimited video streaming at DVD quality • Not subject to data prioritization.	$49.51

NOTE: Prices do not include applicable taxes and surcharges

***Requirements for the Government Unlimited Rate Plan with Subsidy Allowance and First Responder Government Rate Plan with Subsidy Allowance - Smartphones**

1) For the device subsidy ("Device Subsidy") to be effective, Customer will activate a line of Service under its Master Account. Each line of Service which receives a Device Subsidy must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service (the "Subsidy Term");

2) Each line of Service must remain active, without suspension, for a 90-day period following the activation ("Minimum Activations Period");

3) Each line of Service must be activated in accordance with the terms of the Agreement;

4) Each line of Service which is activated under the Master Account can only qualify once for a Device Subsidy during the Initial Term;

5) The Device Subsidy cannot be combined with any other discounts, credits or promotional offers; and

6) Customer's account with T-Mobile must be in good standing to receive the Device Subsidy.

Minimum Activation Period/Termination. For any line of Service that receives a device subsidy ("Device Subsidy"), each line of Service must be activated and remain active for a minimum of 24 months without suspension or termination of any line of Service (the "Subsidy Term"). Customer will be eligible to upgrade or replace a subsidized device at a discounted device price upon fulfillment of the Subsidy Term. Service terminations prior to the end of the Subsidy Term, may require Customer to reimburse T-Mobile for a pro rata portion of the Device Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of $150 for such line, then Customer will reimburse T-Mobile $75 (i.e. 50% [12/24 months] X $150) for such terminated line). In the event of Service terminations prior to the end of the Subsidy Term, Customer agrees to reimburse T-Mobile within 30 days of termination of the affected lines of Service for the aggregate amount of issued Device Subsidy for lines of Service which are terminated before the end of the Subsidy Term.

***First Responder plans** (excluding Connecting Heroes) are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Minimum qualification is meeting one of the following NAICS Codes [(i) Police Protection 922120, (ii) Fire Protection 922160, (iii) Ambulance Services 621910). Final eligibility determinations are in T-Mobile's discretion and can only be purchased through the Government Account Executive.

****Connecting Heroes** plans not eligible for any aggregate volume discount; $15 price does not include applicable taxes, fees and surcharges. Video typically streams on smartphone/tablet at DVD quality (480p). Coverage not available in some areas and may be impacted by emergencies; check your response area. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $3.18 per voice line ($0.60 for RPF & $2.58 for TRF) applies to $15 plan; taxes/fees approx. 0–19% of bill. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra; additional costs posted here: https://www.t-mobile.com/support/account/out-of-plan-phone-numbers. Unlimited high-speed data US only. In Canada/Mexico, up to 5GB high-speed data then unlimited at up to 128kbps. Additional international features available for purchase. Not available for hotspots and some other data-first devices. On $0 plan, video streams at up to 1.5Mbps unless you add Plus. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Tethering: 1GB high-speed data (20GB with Plus) then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Network Management: Program/Service may be slowed, suspended, terminated, or restricted for interference with our network or ability to provide quality service to other users or abusive/excessive use. On-device usage is prioritized over tethering usage, which may result in higher speeds for data used on device. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

****Connecting Heroes** plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

-Police, fire, or emergency medical services first responders
-Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
-Police or fire chiefs and their staff -Police or fire field command
-Police or fire dispatch -911 call centers

**Total Line Eligibility and Line Limits for Connecting Heroes. Customer may be subject to a limit on lines using either, or a combination of both, the $0 and $15 rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described herein ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.

***Project 10Million**

Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days; monthly data service ends at 100GB on $12 plan. Excessive switching between data allotments may be limited. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per data only line ($0.15 for RPF & $1.01 for TRF) apply for paid plans. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com for additional information.

*****SMARSH:** Qualifying credit, service, activation, and one license per line required. Subject to third party license and service terms; visit www.smarsh.com for details. Coverage not available in some areas. See Terms and Conditions (including arbitration provision) at www.T-Mobile.com.

Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at http://my.geotab.com.

General Rate Plan Terms and Conditions: On all T-Mobile plans, for the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone and tablet usage is prioritized over Mobile Hotspot Service (tethering) usage, which may result in higher speeds for data used on smartphones and tablets. Not all features available on all devices. Coverage not available in some areas Unlimited talk & text features for direct communications between 2 people. Not for extended international use; you must reside in the U.S. and primary usage must occur on our network. Device must register on our network before international use.

Tethering: Tethering at max 3G. Service may be terminated or restricted for excessive roaming.

Simple Global: Usage may be taxed in some countries. Calls from Simple Global countries over Wi-Fi are $.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128Kbps without Plus; with Plus approx. 256 Kbps. See http://www.t-mobile.com/optional-services/roaming.html for included countries and destinations. The list is subject to change at T-Mobile's discretion.

Stateside Int'l Talk: Calls must originate on T-Mobile's U.S. network or in Canada/Mexico. Rates and included countries vary and may change. On-network and U.S. roaming data allotments differ; includes 200 MB domestic roaming. Partial megabytes rounded up. Select companion smartphone and separate qualifying service on each device required.

Simple Choice North America General Terms: Charges apply for calls to other countries. Call forwarding only to U.S. numbers. Partial minutes/megabytes rounded up. Full speeds available up to monthly allotment, including tethering (Unlimited on-smartphone 4G LTE data option includes 14 GB of tethering); then, slowed to up to 2G speeds through bill cycle. Certain uses, e.g., some speed test apps, may not count against high-speed data allotment or have speeds reduced after allotment reached. U.S. roaming and on-network data allotments differ; see your selected service for details.

Data Stash: Up to 20 GB of on-network data from past 12 months carries over to next billing cycle for as long as you maintain qualifying service. Coverage not available in some areas; we are not responsible for our partners' networks.
Network Management: Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. See T-Mobile.com/OpenInternet for data management details.

T-Mobile

T-Mobile State of Florida ITN: DMS-19/20-006
Promotional Device Offerings

Equipment Discounts - Valid 04/1/2021 - 06/30/2021

Subsidy Level 1 Rate Plan	up to $400 Device Credit
Subsidy Level 2 Rate Plan	up to $600 Device Credit
Subsidy Level 3 Rate Plan	up to $800 Device Credit

Note: Promotional Pricing discounts are subject to change at T-Mobile's discretion

Updated 5/10/2021

****EQUIPMENT DISCLAIMER****

Pricing is exclusive to T-Mobile's Business Markets account team with activation on a qualifying rate plan. Rebates are for a limited time only. Pricing and rebates are only good on new activations. Tax and shipping charges (if applicable) are extra. To review if a handset is available, please contact your T-Mobile Business Markets Representative. Depicted phone models are sold solely for use with T-Mobile service. Ability to use some or all features depends on handset device capability and connection to our network. Device specifications provided by the manufacturer. All equipment and color selection are subject to availability.

T-Mobile Device Portfolio

Device Manufacturer	Alcatel
Device Name	GO FLIP 3 Prime Black
Image	
Full retail Price w/ Service:	$100/ $0 with new activation
SKU	610214661463 (Black)
Display Size	2.8
Included Battery	1350 mAh
Network Technology	Wi-Fi, VoLTE, LTE
Operating Band	2, 4, 5, 12, 25, 26, 41, 66, 71
Processor	Qualcomm MSM8909
Camera	2MP rear
Memory	512 MB RAM
Storage	4 GB ROM

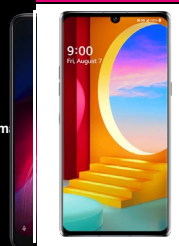
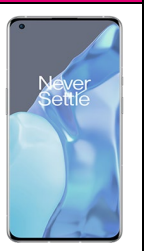
5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Manufacturer	Alcatel	Alcatel	Alcatel	Google	LG	LG	LG	LG	LG
Device Name	Alcatel T-Mobile REVVL 4	Alcatel T-Mobile REVVL 4+	Alcatel T-Mobile REVVL 5G	Google Pixel 4a 5G	LG Aristo 5	LG K51	LG G8 ThinQ	LG V60 ThinQ 5G Single Screen	LG V60 ThinQ 5G Dual Screen
Im									
Full retail Price w/ Service:	$120.00	$192.00	$399.99	$499.99	$150.00	$162.00	$749.99	$649.99	$699.99
SKUs	610214665959 (Graphite)	610214664846 (Steel Gray)	610214664839 (Nebula Black)	610214666710 (Black)	610214663863 (Silver)	610214663696 (Titan)	610214660398 (Carmine Red)	610214663801 (Classy Blue), 610214663757 (Classy White)	610214663672 (Classy Blue)
Display Size	6.22"	6.52"	6.53"	6.2"	5.71"	6.5"	6.1"	6.8"	Dual 6.8" Displays
Resolution:	1520 x 720	1600 x 720	2340 x 1080	2340 x 1080	720 x 1520	720 x 1560	3840 x 2160	2460 x 1080	2460 x 1080
Included Battery	3500 mAh	4000 mAh	4500 mAh	3885 mAh	3,000 mAh	4,000 mAh	3500 mAh	5,000 mAh	5,000 mAh
Operating System	Android 10	Android 10	Android Q 10	Android R 11.x	Android Q 10.x	Android™ 10 Q	Android 9.0	Android™ 10 Q	Android™ 10 Q
Connections	Wi-Fi, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE	Wi-Fi, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE, 5G
Operating Band	2, 4, 5, 7, 12, 25, 26, 41, 66, 71	850/900/1800/1900/2/4/5/12/66/71	0/1/10/2/4/5/8/25/41/66/850/900/1800/1900/n2/n66/n71	TDD: Up to 1CC x 100MHz 4x4 MIMO, 1/2/3/4/5/7/8/12/13/14/17/18/19/20/25/26/28/29/30/32/38/39/40/41/42/46/48/66/71	4G LTE 1, 2, 4, 5, 7, 12, 25, 26, 38, 66, 71 4G (HSPA+) 1, 2, 4, 5	1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 41, 66, 71	2/4/5/12/46/48/66/71 LTE Roaming Bands 1/3/7/8/13/17/20/25/26/28/38/39/40/41	1, 2, 3, 4, 5, 7, 8, 12, 13, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71 n71, n66, n2, n41, n25	1, 2, 3, 4, 5, 7, 8, 12, 13, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71 ,n71, n66, n2, n41, n25
Hearing Aid Compatibility	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M3 / T3	M4 / T3	M4 / T4	M4 / T4
Processor	MediaTek MT6761V/CA processor with 2.0GHz quad-core	Qualcomm® Snapdragon™ 665 SM6125 processor with 1.8GHz octa-core	Qualcomm® Snapdragon™ 765 SDM7250 processor with 1.8GHz octa-core	Qualcomm® Snapdragon™ 765G (2.4 GHz + 2.2 GHz + 1.8GHz, 64-bit Octa-Core)	MT6762	MediaTek MT6762 2.0 GHz Octa-Core	Qualcomm Snapdragon™ 855 up to 2.9 GHz x 4 + 1.7 GHz x 4 Octa-Core	2.5GHz Octa-Core Qualcomm Snapdragon™ SM8250	2.5GHz Octa-Core Qualcomm Snapdragon™ SM8250
Memory	2 GB RAM, 32 GB ROM Supports up to 128 GB MicroSD card	4 GB RAM, 32 GB ROM Supports up to 256 GB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 256 GB MicroSD card	6GB LPDDR4x RAM, 128GB storage Does not support external SD cards	2 GB RAM, 32 GB ROM Supports up to 32 GB MicroSD card	3 GB RAM, 32 GB ROM Supports up to 2 TB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 2 TB MicroSD card	8 GB RAM, 128 GB ROM	8 GB RAM, 128 GB ROM
Camera	13 MP (rear facing) 5 MP (front facing)	16 MP + 5 MP (rear facing) 16 MP (front facing)	48 MP (main) + 8 MP (Super Wide) + 5 MP (Macro) (rear facing) 16 MP (front facing)	12.2 MP / 16 MP ultrawide (rear facing) 8 MP (front facing)	13 MP (rear facing) 5 MP (front facing)	3MP (F1.8) main, 5MP (F2.2) wide, 2MP (F2.4) depth rear-facing camera 13MP (F2.0) front-facing selfie camera	Dual rear facing 12 MP Standard angle/16 MP Super wide angle 8MP Standard angle front facing camera	64 MP + 13 MP rear camera / 10 MP front camera	64 MP + 13 MP rear camera / 10 MP front camera

5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Manufacturer	LG	LG	Motorola	Motorola	Motorola	Motorola	OnePlus	OnePlus	OnePlus	OnePlus
Device Name	LG Velvet 5G	LG Wing	Motorola moto e	Motorola moto one 5G ACE	Motorola RAZR 5G	Motorola moto g play	OnePlus 8 5G	OnePlus 8T+ 5G	OnePlus OnePlus 9 5G	OnePlus OnePlus 9 Pro 5G
Im										
Full retail Price w/ Service:	$400.00	$999.99	$150.00	$264.00	$999.99	$150.00	$599.99	$749.99	$729.99	$1,068.00
SKUs	610214665485 (Aurora Gray), 610214664907 (Pink White)	610214666314 (Aurora Gray), 610214666659 (Illusion Sky)	610214663436 (Midnight Blue)	No SKU Found	610214665171 (Blush Gold)	610214667007 (Blue)	610214663818 (Interstellar Glow), 610214663825 (Onyx Black)	610214665409 (Aquamarine Green), 610214665393 (Lunar Silver)	610214668226 (Black)	610214668356 (Silver)
Display Size	6.58"	6.8"	6.2"	6.7"	6.2"	6.5	6.55"	6.55"	6.55"	6.7"
Resolution:	1080 x 2460	1080 x 2460	1520 x 720	2400 x 1080	876 x 2142	1600 x 720	1080 x 2400	1080 x 2400	2400 x 1200	3216 x 1440
Included Battery	4000 mAh	4000 mAh	3550 mAh	5000 mAh	2800mAh	5000 mAh	4300 mAh	4500 mAh	4500 mAh	4500 mAh
Operating System	Android 10	Android Q 10	Android 10.0	Android	Android Q 10	Android	Android 10.0	Android R 11	Android	Android
Connections	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	850/900/1800/1900/2/4/5/7/12/66/71/25/26/41	n25, n41, n66, n71, 1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 20, 25, 26, 28, 38, 39, 40, 41, 46, 48, 66, 71	LTE band 1/2/3/4/5/7/8/12/13/17/25/26/66/71	5G: n2, n25, n41, n66, n71; LTE: 2, 4, 5, 12, 25, 26, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 14, 17, 20, 28, 30, 38, 39, 40	n2, n25, n41, n66. n77, LTE band 1/2/3/4/5/7/8/13/20/25/26/28/38/39/40/41/46/48/66/71	LTE: 2, 4, 5, 12, 25, 26, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 38	1/2/3/4/5/7/8/12/13/17/18/19/20/25/26/28/29/30/32/41/66/71	1/2/3/4/5/7/8/12/13/17/18/19/20/25/26/28/29/30/66/71	LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40. 5G: n2, n5, n25, n41, n66, n71, n260, n261; CDMA: BC0, BC1, BC10	LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40. 5G: n2, n5, n25, n41, n66, n71, n260, n261; CDMA: BC0, BC1, BC10
Hearing Aid Compatibility	M4 / T3	M4 / T3	M4 / T3	M3, T3	M3 / T3	M3, T3	M4 / T3	M3 / T3	M3, T3	M3, T3
Processor	MediaTek Dimensity 800	Qualcomm Snapdragon 765G 5G Mobile Platform	Qualcomm® Snapdragon™ 632 with 1.8 GHz octa-core	Qualcomm® Snapdragon™ 750G 5G	5G Enabled Qualcomm® Snapdragon™ 765G	Qualcomm® Snapdragon™ 460	Qualcomm® Snapdragon™ 865	Qualcomm® Snapdragon™ 865	Qualcomm® Snapdragon™ 888	Qualcomm® Snapdragon™ 888
Memory	6 GB RAM, 128 GB ROM	8 GB RAM, 256 GB ROM Supports up to 2 TB MicroSD card	2 GB RAM, 32 GB ROM Supports up to 512 GB MicroSD card	6 GB RAM, 128 GB ROM Supports up to 512 GB MicroSD card	8 GB RAM, 256 GB ROM	3 GB RAM, 32 GB ROM	8 GB RAM, 128 GB ROM Does not support external SD cards	12 GB RAM, 256GB ROM Does not support external SD cards	8 GB RAM, 128 ROM	12 GB RAM, 256 ROM
Camera	16 MP (front) / 48 MP Standard, 8 MP Ultra-wide, 5 MP Depth (rear)	Triple rear facing 64 MP Standard angle / 13 MP Ultra-wide angle / 12 MP Depth Camera 32MP Pop-up front facing camera	13 MP (rear facing) 5 MP (front facing)	48MP Quad-pixel Camera 16MP Front Facing Camera	48 MP (external, outer camera) 20 MP (internal, inner camera)	13 MP (rear facing) 5 MP (front facing)	48 main + 12 extra wide + 2 MP macro (triple rear facing) 16 MP (front facing)	48 main + 16 ultra wide + 5 MP macro+ 5 MP Mono (rear facing) 16 MP (front facing)	48MP Main Camera 16MP Front Camera	48MP Main Camera 16MP Front Camera

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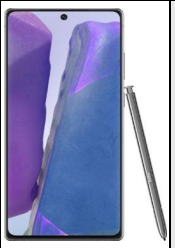
Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surc

Device Manufacturer	OnePlus	OnePlus	Samsung	Samsung	Samsung	Samsung	Samsung	Samsung	Samsung
Device Name	OnePlus OnePlus Nord N100	OnePlus OnePlus Nord N10 5G	Samsung Galaxy A12	Samsung Galaxy A32 5G	Samsung Galaxy A52 5G	Samsung Galaxy A71 5G	Samsung Galaxy S20 FE 5G (128 GB)	Samsung Galaxy Note 20 5G 128GB	Samsung Galaxy Note 20 Ultra 5G 128GB
Im									
Full retail Price w/ Service:	$180.00	$299.99	$180.00	$282.00	$504.00	$500.00	$699.99	$999.99	$1,299.99
SKUs	610214666819 (Black)	610214666826 (Black)	610214668899 (Black)	610214668905 (Balck)	610214668912 (Black)	610214664426 (Prism Cube Black)	610214666390 (Cloud Lavendar), 610214666383 (Cloud Mint), 610214666376 (Cloud Navy)	610214665294(Gray)	610214665355(Bronze)
Display Size	6.52"	6.49"	6.5"	6.5"	6.5"	6.7"	6.5"	6.7"	6.9"
Resolution:	1600 x 720	2400 x 1080	1600 x 720	1600 x 720	2400 x 1080	1080 x 2400	2400 x 1080	2400 x 1080	3088 x 1440
Included Battery	5000 mAh	4300 mAh	5,000 mAh	5,000 mAh	4,500mAh	4500 mAh	4500mAh	4300 mAh	4500 mAh
Operating System	Android	Android	Android	Android	Android	Android Q 10.0	Android Q 10	Android 10.0	Android
Connections	VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	CDMA: BC0, BC1, BC10; LTE: 2, 4, 5, 12, 41, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 20, 25, 26, 28, 38	5G: n2, n5, n25, n41, n66, n71; CDMA: BC0, BC1, BC10; LTE: 2, 4, 5, 12, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34, 38, 39, 40	LTE: 2, 4, 5, 12, 66, 71; LTE Roaming: 1, 3, 7, 13, 20, 25, 26, 38	n25, n41, n66, n71, B1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 39, 40, 41, 46, 66, 71	n41, n71, B1, 2, 3, 4, 5, 7, 12, 13, 20, 25, 26, 38, 39, 40, 41, 46, 66, 71	5G N71 (N600) 4G LTE 2, 4, 5, 12, 48, 66, 71, LTE-U/LAA 46	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; LTE: 2, 4, 5, 12, 41, 46, 48, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 25, 26, 28, 38, 39, 40; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850), Band VIII (900); 5G: n41,	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); 5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40, 41	UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; 5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40, 41
Hearing Aid Compatibility	M3, T3	M3, T3	M3, T3	M3, T3	M3, T3	M4 / T3	M4 / T3	M4 / T3	M4 / T3
Processor	Qualcomm® Snapdragon™460 Processor	Qualcomm® Snapdragon™ 690	QMT6765 Octa Core	Mediatek Dimensity 720 5G MT6853	Qualcomm® Snapdragon™ 750G 5G	Qualcomm 7250 Octa Core (1*2.4GHz, 1*2.2GHz, 6*1.8GHz)	Qualcomm Snapdragon 865	Qualcomm Snapdragon 865 Plus	Qualcomm Snapdragon 865 Plus, GPU 670MHz
Memory	6 GB RAM, 64 GB ROM Expandable memory: Supports up to 256GB MicroSD card	6 GB RAM, 128 GB ROM Expandable memory: Supports up to 512GB MicroSD card	3GB RAM, 32GB ROM Supports up to 1 TB MicroSD card	4GB RAM, 32GB ROM Supports up to 1 TB MicroSD card	6GB RAM, 128GB ROM Supports up to 1 TB MicroSD card	6GB RAM, 128GB ROM Supports up to 512 GB MicroSD card	6 GB RAM / 128GB ROM	128GB / 512GB ROM	128GB / 512GB ROM
Camera	13MP Triple Camera System 8MP Front Camera	64MP Quad Camera System 16MP Front Camera	16MP Main Camera 8MP Front Camera	48MP Main Camera 13MP Front Camera	Revolutionary 64MP OIS Camera 32MP Front Camera	12MP Ultra Wide, 64MP Telephoto, 5MP, 5MP standard (rear facing) 32MP Selfie Camera (front facing)	Triple 12MP + 8MP + 12MP RF cameras 32MP Front Facing Camera	12MP + 64MP + 12MP Triple Rear Facing Camera 10MP Front Facing Camera	12MP + 108MP + 12MP Triple Rear Facing Camera 10MP Front Facing Camera

5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surc

Device Manufacturer	Samsung	Samsung	Samsung	Samsung	Samsung
Device Name	Samsung Galaxy S21 5G (128 GB / 256 GB)	Samsung Galaxy S21 Ultra 5G (128 GB / 256 GB / 512 GB)	Samsung Galaxy S21 + 5G (128 GB / 256 GB)	Samsung Galaxy Z Flip 5G	Samsung Galaxy Z Fold2 5G
Im					
Full retail Price w/ Service:	$799.99 / $849.99	$1,199.99 / $,1249.99 / $1,379.99	$999.99 / $1,049.99	$1,199.99	$1,799.00
SKUs	'610214667793(128GB GRAY),610214667861(128GB PINK),610214667762(128GB PURPLE),610214667830(128GB WHITE),610214667854(256GB GRAY)	610214667786(128GB BLACK),'610214667779(128GB SILVER),'610214668110(256GB BLACK),'610214667755(512GB BLACK)	610214667816(128GB BLACK),'610214667823(128GB PURPLE),'610214667847(128GB SILVER),'610214667809(256GB BLACK)	610214665980 (Mystic Bronze), 610214665973 (Mystic Gray)	610214666161 (Mystic Black), 610214666154 (Mystic Bronze)
Display Size	6.2"	6.8"	6.7"	6.7"	7.6" & 6.2"
Resolution:	2400 x 1080	3200 x 1440	2400 x 1080	2636 x 1080	2208 x 1768
Included Battery	4000 mAh	5000 mAh	4800 mAh	3,300mAh	4,500 mAh
Operating System	Android	Android	Android	Android 10.0	Android 10
Connections	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G: n41, n71, n260, n261; LTE: 2, 4, 5, 12, 25, 26, 41, 46, 48, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 28, 38, 39, 40	5G N71 (N600) 4G LTE 2, 4, 5, 12, 48, 66, 71, LTE-U/LAA 46	GSM: 850 MHz, 900 MHz, 1800 MHz, 1900 MHz; LTE: 2, 4, 5, 12, 41, 46, 48, 71; LTE Roaming: 1, 3, 7, 8, 13, 18, 19, 20, 25, 26, 28, 38, 39, 40, 41; UMTS: Band I (2100), Band II (1900), Band IV (1700/2100), Band V (850); 5G: n41, n71, n260, n26
Hearing Aid Compatibility	M3, T3	M3, T3	M3, T3	M4 / T3	M4 / T3
Processor	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 888 (5nm)	Qualcomm® Snapdragon™ 865 Plus Processor	Qualcomm® Snapdragon 865 Plus Processor
Memory	128 GB or 256 GB/8 GB RAM	128 GB, 256 GB, 512 GB/12 GB RAM	128 GB, 256 GB/8 GB RAM	8GB RAM, 256 GB ROM	12 GB RAM / 256 GB ROM
Camera	64MP + 12MP + 12MP Triple Rear Facing Cameras 10MP Front Facing Camera	108MP + 12MP + 10MP + 10MP Quad Rear Facing Cameras 40MP Front Facing Camera	64MP + 12MP + 12MP Triple Rear Facing Cameras 10MP Front Facing Camera	12MP Ultra Wide Camera: F2.2, 12MP Wide-angle Camera: Super Speed Dual Pixel AF, OIS, F1.8 (rear facing) 10MP Selfie Camera: F2.4 (front display)	Triple 12MP Wide + Ultra-Wide + Tele Rear Cameras 10 MP Front-facing Camera

5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surc

Manufacturer	Apple	Apple	Apple	Apple	Apple	Apple	Apple	Apple
Device Name	iPhone XR (64GB)	iPhone 11 (64,128 GB)	iPhone 11 Pro (64GB)	iPhone SE 2nd Gen (64GB / 128GB / 256GB)	iPhone 12 mini (64GB, 128GB, 256GB)	iPhone 12 (128GB / 256GB / 64GB)	iPhone 12 Pro (128GB, 256GB, 512GB)	iPhone 12 Pro Max (128GB, 256GB, 512GB)
Image								
Full retail Price w/ Service:	$499.99	$599.99/$649.99	$899.99	$399.99 / $449.99 / $449.99	$729.99 / $779.99 / $879.99	$879.99 / $979.99 / $829.99	$999.99 / $1,099.99 / $1,299.99	$1,099.99 / $1,199.99 / $1,399.99
SKU	194252139929 (Black)	190199219991 (64GB Black), 190199220034 (64GB Purple), 190199220010 (64GB Red), 190199220058 (128GB Black)	190199388093 (Silver), 190199388116 (Midnight Green)	190199503434 (64GB Black), 190199503458 (64GB Red), 190199503441 (64GB White), 190199504783 (128 GB Black), 190199504806 (128 GB Red), 190199504790 (128 GB White), 190199595927 (256 GB Black), 190199595941 (256 GB Red), 190199595934 (256 GB White)	194252011843 (Black), 194252011850 (White), 194252011867 (Red), 194252011881 (Green), 194252011874 (Blue), 194252011898 (Black), 194252011904 (White), 194252011911 (Red), 194252011935 (Green), 194252011928 (Blue), 194252011942 (Black), 194252011959 (White), 194252011966 (Red), 194252011980 (Green), 194252011973 (Blue)	194252028094 (64GB Black), 194252028124 (64GB Blue), 194252028131 (64GB Green), 194252028117 (64GB Red), 194252028100 (64GB White), 194252028148 (128GB Black), 194252028179 (128GB Blue), 194252028186 (128GB Green), 194252028162 (128GB Red), 194252028155 (128GB White), 194252028193 (256GB Black), 194252028223 (256GB Blue), 194252028230 (256GB Green), 194252028216 (256GB Red), 194252028209 (256GB White)	194252036433 (128GB Gold), 194252036419 (128GB Graphite), 194252036440 (128GB Pacific Blue), 194252036426 (128GB Silver), 194252036471 (256GB Gold), 194252036457 (256GB Graphite), 194252036488 (256GB Pacific Blue), 194252036464 (256GB Silver), 194252036518 (512GB Gold), 194252036495 (512GB Graphite), 194252036525 (512GB Pacific Blue), 194252036501 (512GB Silver)	194252019931 (Silver), 194252019924 (Graphite), 194252019948 (Gold), 194252019955 (Pacific Blue), 194252019979 (Silver), 194252019962 (Graphite), 194252019986 (Gold), 194252019993 (Pacific Blue), 194252020012 (Silver), 194252020005 (Graphite), 194252020029 (Gold), 194252020036 (Pacific Blue)
Display Size	6.1"	6.1"	5.8"	4.7"	5.4"	6.1"	6.1"	6.7"
Resolution	1792 x 828	1792 x 828	2436 x 1125	1334 x 750	2340×1080	2532 x 1170	2532 x 1170	2778x1284
Connections	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, 2G, 3G, 4G, LTE	Wi-Fi, NFC, VoLTE, LTE, 5G	Wi-Fi, 4G, 4G LTE, 5G	Wi-Fi, 4G, 4G LTE, 5G	Wi-Fi, NFC, VoLTE, LTE, 5G
Operating Band	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 28, 29, 30, 34,38,39,40,41,66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 29, 30, 32, 34, 38, 39, 40, 41, 46, 66, 71	n1, n2, n3, n5, n7, n8, n12, n20, n25, n28, n38, n40, n41, n66, n71, n77, n78, n79, n260, n261, 1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 66, 71, 850, 900, 1700/2100, 1900, 2100 MHz,	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 34, 38, 39, 40, 41, 42, 46, 48, 66, 71	1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 34, 38, 39, 40, 41, 42, 46, 48, 66, 71	n1, n2, n3, n5, n7, n8, n12, n20, n25, n28, n38, n40, n41 n66, n71, n77, n78, n79, n260, n261, 1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 17, 18, 19, 20, 25, 26, 28, 29, 30, 32, 66, 71, 850, 900, 1700/2100, 1900, 2100 MHz,
Operating System	iOS 13	iOS 13	iOS 13	iOS 13	iOS 14	iOS 14	iOS 14	iOS 14
Hearing Aid Compatibility	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4	M3, T4
Processor	A12 Bionic chip with 64-bit architecture - Embedded M11 coprocessor	A13 Bionic chip third-generation Neural Engine	A13 Bionic chip third-generation Neural Engine	A13 Bionic chip third-generation Neural Engine	A14 Bionic chip third-generation Neural Engine	A14 Bionic chip	A14 Bionic Chip	A14 Bionic chip third-generation Neural Engine
Memory	64, 256 Storage 3 GB RAM	64, 128, or 256 GB	64 or 256 GB	64GB, 128GB, 256GB models available	64 GB, 128 GB, and 256 GB models available	64GB, 128GB, 256GB models available	128GB, 256GB, 512GB models available	128 GB, 256 GB, and 512 GB models available
Camera	F: 7.0; R:12.0	Dual 12MP Ultra Wide and Wide cameras (rear facing)12 MP TrueDepth (front facing)	Triple 12MP Ultra Wide, Wide, and Telephoto cameras with Night mode (rear facing)12 MP TrueDepth (front facing)	Single 12MP Wide camera (rear facing)7 MP Portrait mode with advanced bokeh and Depth Control (front facing)	Dual 12MP camera system: Ultra Wide and Wide cameras (rear facing) 12 MP TrueDepth (front facing) 2x optical zoom in, 2x optical zoom out; digital zoom up to 5x Brighter True Tone flash with Slow Sync Cinematic video stabilization (4K, 1080p, and 720p) HDR video recording with Dolby Vision up to 30 fps	Dual 12MP Ultra Wide & Wide Cameras 12MP TrueDepth Front Camera, 4K Dolby Vision HDR Recording	Triple 12MP Cameras: Ultra Wide + Wide + Telephoto 12MP TrueDepth Front Camera	Pro 12MP camera system: Ultra Wide, Wide, and Telephoto cameras (rear facing) 12 MP TrueDepth (front facing) 2x optical zoom in, 2x optical zoom out; 4x optical zoom range Brighter True Tone flash with Slow Sync Auto image stabilization HDR video recording with Dolby Vision up to 30 fps

5/10/2021

Note:
Equipment availability is subject to change
Prices do not include applicable taxes and surcharges

Device Portfolio

Manufacturer	Alcatel LinkZone	Franklin T9	Inseego
Device Name	LinkZone	T9	MiFi M2000 5G
Image			
Full retail Price w/ Service:	$90.00	$90.00	$336.00
SKUs	610214663740 (Black)	610214660763 (Black)	610214666598
Device Size	4.13" x 2.6" x 0.75"	.51" x 4.13" x 2.63"	5.9" x 2.2" x 0.70"
Display Size	N/A	Yes	2.4" AMOLED color touchscreen display
Weight	5.15 ounces	2.99 Ounces	7.40 oz
Talk Time	Usage time up to 7 hours	Usage time: 8 hours	Long-lasting all-day battery
Standby Time	Up to 35 hours	Standby time: 48 hours	
Included Battery	4400 mAh	2450 mAh	5050 mAh
Charger Type	USB 2.0	USB Type A Micro	USB
Network Technology	4G, LTE	4G, LTE	4G, LTE, 5G
Operating Band	2, 4, 5, 12, 25, 26, 66, 71	2, 4, 5, 12, 25, 25, 41, 66, 71	5G Sub6 Bands: n41/n71 LTE bands: 1/2/3/4/5/7/8/12/13/14/17/25/26/28/29/30/38/39/40/41/42/46/48/49/66/71
Processor	MDM9207	Qualcomm MDM9207-0	Qualcomm® Snapdragon™ SDX55
Memory	256 MB NAND Flash 128 MB LPDDR2	256 MB RAM, 256 Flash	4 GB ROM / 4 GB RAM
Micro SD Card	Supports up to 32 GB	N/A	N/A
Wi-Fi	Yes	Yes	Yes
SIM Type	Micro SIM	Micro SIM	N/A

5/10/2021

Note:
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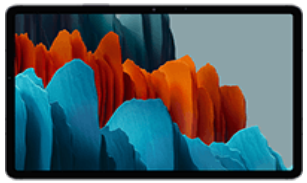
Prices do not include applicable taxes and surcharges

Device Portfolio

Manufacturer	Alcatel	LG	Samsung	Samsung
Device Name	Alcatel Joy Tab	LG G Pad 5 10.1	Samsung Galaxy Tab S7 5G	Samsung Galaxy Tab S7+ 5G
Image				
Full retail Price w/ Service:	$168.00	$299.99	$849.00	$1,049.00
SKUs	610214661333 (Metallic Black)	610214704429 (Silver)	610214666079 (Mystic Black)	610214666062 (Mystic Black)
Display Size	8"	10.1"	11"	12.4"
Screen Resolution:	1280 x 800	1920x1200	1752 x 2800	1752 x 2800
Operating System	Android Pie 9.x	Android 10	Android 10	Android 10
Included Battery	4080 mAh	8,200 mAh	10,090 mAh	10,090 mAh
Network Technology	WiFi, LTE	WiFi, 3G, 4G, LTE	WiFi, LTE, 5G	WiFi, LTE, 5G
Operating Band	2,4,5,12,66,71,850,900,1800,1900	4G LTE 2, 4, 5, 12, 66, 71	LTE: 2, 4, 5, 25, 26, 41, 46, 66, 71; LTE Roaming: 1, 3, 7, 8, 13, 20, 28; 5G: n41, n71, n260, n261	2, 3, 4, 5, 12, 66, 71, n41, n71, n260, n261
Processor	Media tek/MT8765A	MediaTek MT6762 2.0 GHz Octa-core	Qualcomm Snapdragon 865+	Octa-Core (2.35 GHz + 1.9 GHz) Qualcomm MSM 8998 Snapdragon 835
Storage	2 GB RAM / 32 GB ROM	4 GB RAM, 32 GB ROM	128 GB ROM/6 GB RAM	64 GB ROM/4 GB RAM
Micro SD Card		Supports up to 512GB MicroSD card	Up to 400 GB	Up to 400 GB
Camera	5MP rear, 5 MP front	8 MP (rear facing) 5 MP (front facing)	13 MP Rear, 8 MP Front	13 MP Rear, 8 MP Front

5/10/2021

Note:
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Device Portfolio

Manufacturer	Apple	Apple	Apple	Apple	Apple
Device Name	Apple iPad 8th Gen (128GB / 32GB)	Apple iPad Mini 5 (64GB)	Apple iPad Air 4 (64GB / 256GB)	Apple iPad Pro 11.0 GEN 3 (128GB / 256GB/512G/1T)	Apple iPad Pro 12.9 5th Gen (128GB / 256GB / 512GB/1T)
Image					
Full Retail Price w/ Service:	$459.99/$559.99	$529.99	$729.99 / $879.99	$999.99/$1,099.99/$1,299.99/$1.699.99	$1,299.99/$1,399.99/$1,599.99/$1,999.99
SKUs	190199810648 (128GB Gold), 190199810624 (128GB Silver), 190199810600 (128GB Space Gray), 190199810587 (32GB Gold), 190199810563 (32GB Silver), 190199810549 (32GB Space Gray)	190199072305 (Space Gray)	190199791893 (256GB Green), 190199791855 (256GB Rose Gold), 190199791831 (256GB Silver), 190199791879 (256GB Sky Blue), 190199791817 256GB (Space Gray), 190199791794 (64GB Green), 190199791756 (64GB Rose Gold), 190199791732 (64GB Silver), 190199791770 (64GB Sky Blue), 190199791718 (64GB Space Gray)	194252202005(128GB GREY), 194252202012(128GB SILVER), 194252202067(1TB GREY), 194252202074(1TB SILVER), 194252202029(256GB GREY), 194252202036(256GB SILVER), 194252202043(512GB GREY), 194252202050(512GB SILVER)	194252192511(128GB GREY), 194252192528(128GB SILVER), 194252192573(1TB GREY), 194252192580(1TB SILVER), 194252192535(256GB GREY), 194252192542(256GB SILVER), 194252192559(512GB GREY), 194252192566(512GB SILVER)
Display Size	10.2"	7.9"	10.9"	11"	12.9"
Screen Resolution	2160 x 1620	2048 x 1536	2360 x 1640	1668 x 2388	2048 x 2732
Operating System	Apple iPadOS 14	Apple iOS 12	Apple iPadOS 14	Apple iPadOS 14	Apple iPadOS 13
Usage Time	10 hours on cellular	9 hours on cellular	9 hours on cellular	10 hours on cellular	9 hours on cellular
Network Technology	LTE	2G/3G/4G/LTE	2G/3G/4G/LTE	2G/3G/4G/LTE	2G/3G/4G/LTE
Operating Band	700, 850, 1900, 1700/2100	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)	1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 38, 39, 40, 41)
Camera	8MP (rear facing) 1.2 MP (front facing)	8 MP (rear facing) 7 MP (front facing)	Wide 12MP (rear facing), ƒ/1.8 aperture 7 MP (front facing)	12 MP, f/1.8, (wide), 1/3", 1.22µm, dual pixel PDAF 10 MP, f/2.4, 11mm (ultrawide) TOF 3D LiDAR scanner (depth), 7 MP, f/2.2	Wide: 12MP, ƒ/1.8 aperture Ultra Wide: 10MP, ƒ/2.4 aperture, and 125° field of view 7 MP (front facing)
Processor	A12 Bionic Chip	A12 Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12 Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12X Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor	A12X Bionic chip with 64-bit architecture, Neural Engine, and Embedded M12 coprocessor
Storage	32 GB or 128 GB ROM	64GB	64GB or 256GB	128GB or 256GB	64GB or 256GB
Micro SD Card	NA	NA	NA	NA	NA

5/10/2021

Note:
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T-Mobile Accesory List
5/1/2020

SKU	Description	Class	MSRP	25% Discount
190199552586	LIGHTNING TO 3.5MM AUDIO CABLE WHITE-AME	ADAPTER	$35.00	$26.25
SUPM52580	SCOSCHE BTFREQ HANDSSFREE CAR KIT	ADAPTER	$24.99	$18.74
SUPM52732	SCOSCHE USB-C STRIKELINE ADAPTER	ADAPTER	$29.99	$22.49
TMOM61760	BELKIN ROCKSTAR 3.5MM WITH USB-C CONNECT	ADAPTER	$14.97	$11.23
TMOM61784	BELKIN ROCKSTAR 3.5MM TO LIGHTNING CABLE	ADAPTER	$14.97	$11.23
TMOM66758	SAMSUNG POWER BUNDLE	BUNDLE	$49.99	$37.49
190199370340	USB-C TO LIGHTNING CABLE (1M)-AME	CABLES	$19.99	$14.99
190199534827	LIGHTNING TO USB CABLE-AME V1	CABLES	$19.99	$14.99
610214662545	GOTO USB C TO C CABLE 4 FT	CABLES	$14.99	$11.24
610214662552	GOTO USB A TO C CABLE 4 FT	CABLES	$14.99	$11.24
610214662576	GOTO USB A TO MICRO CABLE 4 FT	CABLES	$9.99	$7.49
610214664334	GOTO USB A TO LIGHTNING CABLE 4 FT V2	CABLES	$14.99	$11.24
745883811595	BELKIN BRAIDED LIGHTNING CBL WHT 6FT	CABLES	$24.99	$18.74
745883811601	BELKIN BRAIDED C TO LIGHT CBL WHT 6FT	CABLES	$24.99	$18.74
745883811618	BELKIN BRAIDED A TO C CBL WHT 6FT	CABLES	$24.99	$18.74
745883811625	BELKIN BRAIDED C TO C CBL WHT 6FT	CABLES	$24.99	$18.74
745883811632	BELKIN BRAIDED MICRO CBL WHT 6FT	CABLES	$19.99	$14.99
888462322997	LIGHTNING TO USB CABLE (2 M)-AME	CABLES	$29.99	$22.49
SUPM53931	NATIVE UNION A TO LIGHT ZEBRA 10FT	CABLES	$34.99	$26.24
SUPM53932	NATIVE UNION A TO C ZEBRA 10FT	CABLES	$29.99	$22.49
SUPM53933	NATIVE UNION UNI USB-A, LGT, USB-C, MICRO ZEBRA 6.5FT	CABLES	$39.99	$29.99
TMOM65457	BELKIN METALLIC A TO C CBL GRAY 6 FT	CABLES	$24.99	$18.74
TMOM65484	BELKIN METALLIC LIGHTNING CBL GRAY 6 FT	CABLES	$24.99	$18.74
610214662637	GOTO DUAL USB A AND USB C CAR CHARGER	CAR CHARGERS	$19.99	$14.99
610214662651	GOTO SINGLE USB A CAR CHARGER	CAR CHARGERS	$14.99	$11.24
610214664785	GOTO DUAL USB A AND USB C CAR CHARGER V2	CAR CHARGERS	$19.99	$14.99
610214664792	GOTO DUAL USB A CAR CHARGER V2	CAR CHARGERS	$19.99	$14.99
610214664808	GOTO SINGLE USB A CAR CHARGER V2	CAR CHARGERS	$14.99	$11.24
745883811670	BELKIN PD 12W/18W CAR + USB C - C CABLE	CAR CHARGERS	$39.99	$29.99
745883817733	BELKIN PD 32W CAR CHARGER + USB C - LTG CBL	CAR CHARGERS	$39.99	$29.99
SUPA50027	TM SINGLE USB C CAR ADAPTER	CAR CHARGERS	$24.99	$18.74
SUPM53466	IOTTIE WIRELESS DASH & WINDSHIELD MOUNT	CAR CHARGERS	$54.99	$41.24
SUPM53477	SCOSCHE FREEFLOW VENT MOUNT	CAR DOCK	$19.99	$14.99
SUPM53478	SCOSCHE 2-IN-1 UNIV CAR MOUNT	CAR DOCK	$24.99	$18.74
SUPM54166	SCOSCHE CUP HOLDER MOUNT	CAR DOCK	$24.99	$18.74
SUPM54701	SCOSCHE MAGICMOUNT 2-IN-1 DASH/VENT	CAR DOCK	$19.99	$14.99
610214665232	REVVL 4 GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665249	LG VELVET 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665256	REVVL 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214665270	REVVL 4+ GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214666512	SAM GS20 FE 5G GOTO PRO BLACK	EVERYDAY	$24.99	$18.74
610214666543	OP 8T+ 5G GOTO PRO NAVY	EVERYDAY	$24.99	$18.74
610214667199	OP N100 GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214667236	OP N10 5G GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214667359	MOTO G PLAY GOTO PRO STARRY NIGHT	EVERYDAY	$24.99	$18.74
610214668554	SAM A32 5G GOTO PRO STARRY NT	EVERYDAY	$24.99	$18.74
610214668585	SAM A12 GOTO PRO STARRY NT	EVERYDAY	$24.99	$18.74
660543515081	IPHONE 11 OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543515289	IPHONE 11 OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
660543516477	IPHONE 11 PRO OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543516675	IPHONE 11 PRO OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
660543517566	IPHONE 11 PRO MAX OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
660543517764	IPHONE 11 PRO MAX OB SYMMETRY CLEAR STARDUST	EVERYDAY	$49.99	$37.49
840056133297	IP 12MINI G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133303	IP 12MINI G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056133310	IP 12/12P G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133327	IP 12/12P G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056133334	IP 12P MX G4 PICCADILLY CLR/BK	EVERYDAY	$39.99	$29.99
840056133341	IP 12P MX G4 BATTERSEA BLK	EVERYDAY	$49.99	$37.49
840056137899	SAM GS21 5G G4 CRYSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056137905	SAM GS21P 5G G4 CRSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056137912	SAM GS21U 5G G4 CRSTL PAL CLR	EVERYDAY	$39.99	$29.99
840056141407	SAM A12 G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840056141414	SAM A32 5G G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840056141421	SAM A52 5G G4 CRYSTAL PALACE CLR	EVERYDAY	$39.99	$29.99
840104204269	SAMSUNG GALAXY S20+ 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104204849	SAMSUNG GALAXY S20 ULTRA 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104212660	LG V60 THINQ 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104213933	ONEPLUS 8 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104215012	LG VELVET 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104219553	SAM A71 OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104222218	SAM A51 5G OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
840104233825	IP 12MINI OB SYMMETRY PLS BLK	EVERYDAY	$59.99	$44.99
840104233870	IP 12/12P OB SYMMETRY PLUS BLK	EVERYDAY	$59.99	$44.99
840104233924	IP 12P MAX OB SYMMETRY PLS BLK	EVERYDAY	$59.99	$44.99
840104237540	SAM GS20 FE 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104238455	OP 8T+ 5G OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
840104247358	SAM GS21U 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104247433	SAM GS21P 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104247518	SAM GS21 5G OB SYMM BLK	EVERYDAY	$49.99	$37.49
840104250624	SAM GS21U 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104250631	SAM GS21P 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104250648	SAM GS21 5G OB SYMM STRDST	EVERYDAY	$49.99	$37.49
840104252215	ONEPLUS 9 5G OB SYMM CLR	EVERYDAY	$49.99	$37.49
840104252222	OP 9 PRO 5G OB SYMM CLR	EVERYDAY	$49.99	$37.49
840168500246	SAM GS21 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74
840168500529	SAM GS21P 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74
840168500802	SAM GS21U 5G SPECK PRES OMB RS	EVERYDAY	$44.99	$33.74

840171700046	LG WING 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
840171701678	SAM GS21P 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171701807	SAM GS21U 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171701920	SAM GS21 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171702309	ONEPLUS 9 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171702316	OP 9 PRO 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
840171703009	SAM A52 5G CM SOAP BUBBLE	EVERYDAY	$39.99	$29.99
846127188012	IPHONE 11 CM TWINKLE	EVERYDAY	$39.99	$29.99
846127188036	IPHONE 11 CM TOUGH GROOVE	EVERYDAY	$39.99	$29.99
846127191685	SAMSUNG GALAXY S20 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127191715	SAMSUNG GALAXY S20+ 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127191722	SAMSUNG GALAXY S20+ 5G CM TWINKLE	EVERYDAY	$19.97	$14.98
846127191739	SAMSUNG GALAXY S20 ULTRA 5G CM TOUGH GROOVE	EVERYDAY	$19.97	$14.98
846127193603	LG V60 THINQ 5G CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127194204	SAM A71 CM TOUGH GROOVE	EVERYDAY	$39.99	$29.99
846127194211	SAM A21 CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127194228	SAM A11 CM TOUGH CLEAR CLEAR	EVERYDAY	$29.99	$22.49
846127195485	SAM A51 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197953	SAM NOTE20 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197960	SAM NOTE20 5G ULTRA CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197977	IP 12P MX CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197984	IP 12/12P CM TWINKLE	EVERYDAY	$39.99	$29.99
846127197991	IP 12MINI CM TWINKLE	EVERYDAY	$39.99	$29.99
846127198004	IP 12P MX CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198011	IP 12/12P CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198028	IP 12MINI CM RIFLE PAPER FLORL	EVERYDAY	$39.99	$29.99
846127198066	IP 12MINI CM TWINKLE OMB GLD	EVERYDAY	$39.99	$29.99
846127198073	IP 12/12P CM TWINKLE OMBRE GOLD	EVERYDAY	$39.99	$29.99
846127198080	IP 12P MX CM TWINKLE OMBRE GLD	EVERYDAY	$39.99	$29.99
846127198561	LG VELVET 5G CM TWINKLE	EVERYDAY	$39.99	$29.99
846127199858	SAM Z FOLD2 5G CM TOUGH BLACK	EVERYDAY	$34.99	$26.24
846127199988	SAM GS20 FE 5G CM SOAP BUBBLE IRIDESCENT	EVERYDAY	$39.99	$29.99
846127199995	OP 8T+ 5G CM SOAP BUBBLE IRDSC	EVERYDAY	$39.99	$29.99
848709090812	IP 12MINI SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709091062	IP 12MINI SPECK PRES CL OMB RS	EVERYDAY	$44.99	$33.74
848709091314	IP 12/12P SPECK PRES2 GRIP GRY	EVERYDAY	$44.99	$33.74
848709091321	IP 12/12P SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
848709091482	IP 12/12P SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709091734	IP 12/12P SPECK PRES CLR OMBRE	EVERYDAY	$44.99	$33.74
848709091994	IP 12P MX SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
848709092151	IP 12P MX SPECK PRES2 GRIP CLR	EVERYDAY	$44.99	$33.74
848709092403	IP 12P MX SPECK PRES CLR OM RS	EVERYDAY	$44.99	$33.74
848709092502	IP 12MINI SPECK PRES2 GRIP BLK	EVERYDAY	$44.99	$33.74
138502-5085	IP 12 PRO MX SPECK PRES PER CL	EVERYDAY	$39.99	$29.99
SUPM47585	IPHONE SE2020/8/7 OB SYMMETRY CLEAR	EVERYDAY	$39.99	$29.99
SUPM47592	IPHONE 7/8 PLUS OB SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM47608	IPHONE 7/8 PLUS CM WATERFALL ROSE GOLD	EVERYDAY	$19.97	$14.98
SUPM47669	IPHONE SE2020/8/7 T21 EVO CHECK SMOKE/BK	EVERYDAY	$39.99	$29.99
SUPM47675	IPHONE 7/8 PLUS T21 EVO CHECK SMOKE/BLK	EVERYDAY	$19.97	$14.98
SUPM49471	IPHONE X/XS T21 PURE CLEAR	EVERYDAY	$19.97	$14.98
SUPM49479	IPHONE SE2020/8/7 T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM51053	IPHONE XS MAX OB NEW SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM51056	IPHONE XR OB NEW SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM51058	IPHONE XR OB NEW SYMMETRY CLEAR	EVERYDAY	$49.99	$37.49
SUPM51061	IPHONE X/XS OB NEW SYMMETRY BLACK	EVERYDAY	$39.99	$29.99
SUPM51063	IPHONE X/XS OB NEW SYMMETRY CLEAR	EVERYDAY	$39.99	$29.99
SUPM51107	IPHONE XR T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM51109	IPHONE XR T21 EVO CHECK SMOKE/BLACK	EVERYDAY	$39.99	$29.99
SUPM51743	SAM GS10E CM TWINKLE	EVERYDAY	$19.97	$14.98
SUPM51744	SAM GS10E CM WATERFALL GOLD	EVERYDAY	$19.97	$14.98
SUPM51746	SAM GS10E CM SHEER CRYSTAL CLEAR	EVERYDAY	$34.99	$26.24
SUPM51756	SAM GS10 PLUS CM TOUGH CLEAR CLEAR	EVERYDAY	$34.99	$26.24
SUPM51761	SAM GS10 PLUS CM SHEER CRYSTAL CLEAR	EVERYDAY	$34.99	$26.24
SUPM51764	SAM GS10E OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52147	GOOGLE PIXEL 3A XL OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52148	GOOGLE PIXEL 3A OB SYMMETRY BLACK	EVERYDAY	$49.99	$37.49
SUPM52301	TMO REVVLRY T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM52313	TMO REVVLRY CM TOUGH CLEAR CLEAR/MAGENTA	EVERYDAY	$14.97	$11.23
SUPM52446	IPHONE 11 PRO T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52447	IPHONE 11 PRO T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52449	IPHONE 11 PRO MAX T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52450	IPHONE 11 PRO MAX T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52453	IPHONE 11 T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM52455	IPHONE 11 T21 EVO CHECK INDIGO	EVERYDAY	$19.97	$14.98
SUPM52457	IPHONE 11 T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM52459	SAM NOTE 10 PLUS/5G T21 EVO CHECK SM/BLK	EVERYDAY	$19.97	$14.98
SUPM52460	SAM NOTE 10 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM52468	SAM NOTE 10 PLUS/5G SPK PS PRO CST BL/BK	EVERYDAY	$44.99	$33.74
SUPM52590	ONEPLUS 7T SPECK PRES GRIP GRAY/GRAY	EVERYDAY	$39.99	$29.99
SUPM52606	ONEPLUS 7T T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53212	SAMSUNG GALAXY S20 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53213	SAMSUNG GALAXY S20 5G T21 EVO CHECK SERENITY BLUE	EVERYDAY	$19.97	$14.98
SUPM53214	SAMSUNG GALAXY S20+ 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53215	SAMSUNG GALAXY S20+ 5G T21 EVO CHECK SERENITY BLUE	EVERYDAY	$19.97	$14.98
SUPM53216	SAMSUNG GALAXY S20 ULTRA 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$19.97	$14.98
SUPM53223	SAMSUNG GALAXY S20 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53225	SAMSUNG GALAXY S20+ 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53227	SAMSUNG GALAXY S20 ULTRA 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53391	ONEPLUS 8 5G SPECK PRES PRO BLACK	EVERYDAY	$19.97	$14.98
SUPM53392	ONEPLUS 8 5G SPECK PRES PERFECT CLEAR/GLITTER	EVERYDAY	$19.97	$14.98
SUPM53393	ONEPLUS 8 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99

SUPM53481	SAM A11 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53482	SAM A21 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$19.97	$14.98
SUPM53483	SAM A71 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53484	LG STYLO 6 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53485	LG K51 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53486	LG ARISTO 5 T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53487	MOTO E T21 EVO CHECK SMOKEY/BLACK	EVERYDAY	$39.99	$29.99
SUPM53491	SAM A11 SPECK PRES PRO LITE GLITTER GOLD	EVERYDAY	$29.99	$22.49
SUPM53492	SAM A71 SPECK PRES EXO TECH GLITTER GOLD	EVERYDAY	$14.97	$11.23
SUPM53586	SAM A71 SPECK PRES PRO1 BLACK	EVERYDAY	$39.99	$29.99
SUPM53780	SAM A51 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM53788	REVVL 4+ T21 EVO CHECK SMK/BLK	EVERYDAY	$39.99	$29.99
SUPM53792	REVVL 5G T21 EVO CHECK SMK/BLK	EVERYDAY	$39.99	$29.99
SUPM53795	LG VELVET 5G T21 PURE CLEAR	EVERYDAY	$39.99	$29.99
SUPM53830	SAM NOTE20 5G T21 EVOCLEAR	EVERYDAY	$39.99	$29.99
SUPM53831	SAM NOTE20 5G T21 EVO CHK SMK	EVERYDAY	$39.99	$29.99
SUPM53832	SAM NOTE20 5G T21 EVO CHEK BLU	EVERYDAY	$39.99	$29.99
SUPM53834	SAM NOTE20 5G ULTRA T21 EVOSMK	EVERYDAY	$39.99	$29.99
SUPM53835	SAM NOTE20 5G ULTRA T21 EVOBLU	EVERYDAY	$39.99	$29.99
SUPM53856	IP 12MINI T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53857	IP 12MINI T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53858	IP 12MINI T21 EVO CHECK CL BLU	EVERYDAY	$39.99	$29.99
SUPM53859	IP 12/12P T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53860	IP 12/12P T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53861	IP 12/12P T21 EVO CHECK CL BLU	EVERYDAY	$39.99	$29.99
SUPM53862	IP 12P MX T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM53863	IP 12P MX T21 EVO CHECK SMK/BK	EVERYDAY	$39.99	$29.99
SUPM53864	IP 12P MX T21 EVO CHECK CLS BL	EVERYDAY	$39.99	$29.99
SUPM53925	MOTOROLA RAZR 5G T21 EVO CLEAR	EVERYDAY	$59.99	$44.99
SUPM54234	SAM GS20 FE 5G T21 EVO CHECK SMOKEY/BLK	EVERYDAY	$39.99	$29.99
SUPM54235	SAM GS20 FE 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54236	SAM GS20 FE 5G T21 EVO CHECK BLUE	EVERYDAY	$19.97	$14.98
SUPM54237	OP 8T+ 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54238	OP 8T+ 5G T21 EVO CHECK SM/BLK	EVERYDAY	$39.99	$29.99
SUPM54239	GGL PXL4A 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54384	OP N10 5G T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54385	MOTO ONE 5G ACE T21 EVO CLEAR	EVERYDAY	$39.99	$29.99
SUPM54515	SAM GS21P 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54516	SAM GS21U 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54517	SAM GS21 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54518	ONEPLUS 9 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54519	ONEPLUS 9 5G T21 EVO CHECK FCSA	EVERYDAY	$39.99	$29.99
SUPM54520	OP 9 PRO 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54521	OP 9 PRO 5G T21 EVO CHECK FCSA	EVERYDAY	$39.99	$29.99
SUPM54717	SAM A32 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54719	SAM A12 T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
SUPM54722	SAM A52 5G T21 EVO CHECK BLK	EVERYDAY	$39.99	$29.99
TMOM64587	SAM GS20 ULTRA PROTECTIVE STANDING CASE BLACK	EVERYDAY	$19.97	$14.98
TMOM66635	OP 8T+ 5G SANDSTONE CASE GREEN	EVERYDAY	$24.99	$18.74
TMOM66662	OP 8T+ 5G KARBON BMPR CASE BLK	EVERYDAY	$39.99	$29.99
610214662095	IPHONE 11 PRO MAX/XS MAX GOTO FILM SP	FILM	$24.99	$18.74
610214662125	IPHONE 11/XR GOTO FILM SP	FILM	$24.99	$18.74
610214662132	IPHONE 11 PRO/X/XS GOTO FILM SP	FILM	$24.99	$18.74
610214663160	SAMSUNG GALAXY S20 5G GOTO ROLL ON FILM	FILM	$29.99	$22.49
610214664167	SAM A11 GOTO FILM SP	FILM	$24.99	$18.74
610214664181	SAM A21 GOTO FILM SP	FILM	$24.99	$18.74
610214664204	SAM A71 GOTO FILM SP	FILM	$24.99	$18.74
610214664228	LG STYLO 6 GOTO FILM SP	FILM	$24.99	$18.74
610214664242	LG K51 GOTO FILM SP	FILM	$24.99	$18.74
610214664266	LG ARISTO 5 GOTO FILM SP	FILM	$24.99	$18.74
610214664280	MOTO E GOTO FILM SP	FILM	$24.99	$18.74
610214664921	SAM A51 5G GOTO FILM SP	FILM	$24.99	$18.74
610214664945	REVVL 4 GOTO FILM SP	FILM	$24.99	$18.74
610214664969	REVVL 4+ GOTO FILM SP	FILM	$24.99	$18.74
610214664990	REVVL 5G GOTO FILM SP	FILM	$24.99	$18.74
610214665584	IP 12MINI GOTO FILM SP	FILM	$24.99	$18.74
610214665621	IP 12/12P GOTO FILM SP	FILM	$24.99	$18.74
610214665669	IP 12P MX GOTO FILM SP	FILM	$24.99	$18.74
610214665751	SAM NOTE20 5G GOTO ROL ON FILM	FILM	$24.99	$18.74
610214666109	LG VELVET 5G GOTO ROLL ON FILM	FILM	$29.99	$22.49
610214666444	SAM GS20 FE 5G GOTO FILM SP	FILM	$24.99	$18.74
610214666468	OP 8T+ 5G GOTO FILM SP	FILM	$24.99	$18.74
610214667267	OP N100 GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667281	OP N10 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667335	MOTO ONE 5G ACE GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667397	MOTO G PLAY GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667472	SAM GS21P 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214667526	SAM GS21 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668530	SAM A52 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668721	SAM A12 GOTO FILM SP 2 PK	FILM	$19.99	$14.99
610214668769	SAM A32 5G GOTO FILM SP 2 PK	FILM	$19.99	$14.99
840056116511	IPHONE 11 ZAGG CAMERA LENS PROTECT	FILM	$14.99	$11.24
840056116528	IPHONE 11 PROS ZAGG CAMERA LENS PROTECT	FILM	$14.99	$11.24
840056117075	SAMSUNG GALAXY S20 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74
840056117099	SAMSUNG GALAXY S20 ULTRA 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74
840056117198	SAMSUNG GALAXY S20 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$44.99	$33.74
840056117204	SAMSUNG GALAXY S20+ 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$44.99	$33.74
840056117211	SAMSUNG GALAXY S20 ULTRA 5G ZAGG GLASS FUSION PRIVACY PLUS	FILM	$24.97	$18.73
840056118201	SAM TAB A8.4 ZAGG GLASS FUSION+ SCN PROT	FILM	$49.99	$37.49
840056118225	LG G PAD 5 ZAGG GLASS FUSION+ SCREEN PROT	FILM	$49.99	$37.49
840056120167	ONEPLUS 8 5G ZAGG ULTRA VISIONGUARD PLUS	FILM	$44.99	$33.74

840056130845	SAM NOTE20 5G ZAGG GLAS FSN VG	FILM	$49.99	$37.49
840056130890	SAM NOTE20 ULT5G IS GLS FSN VG	FILM	$49.99	$37.49
SUPM52307	TMO REVVLRY PLUS PG HD CLEAR SCREEN PROTECTOR	FILM	$24.99	$18.74
SUPM52515	IPHONE 11 PRO/XS/X PG HD CLEAR SCREEN PROTECT	FILM	$24.99	$18.74
SUPM52519	IPHONE 11/XR PG HD CLEAR SCREEN PROTECT	FILM	$24.99	$18.74
194252184370	IP 12 MINI LE SLEEVE SADDLE BR	FUNCTION	$129.99	$97.49
194252238196	IP 12/12PRO LE SLEEVE SADDL BR	FUNCTION	$129.99	$97.49
194252238356	IP 12PRO MX LE SLEEVE SADDL BR	FUNCTION	$129.99	$97.49
846127194266	LG STYLO 6 CM KICKSTAND BLACK	FUNCTION	$29.99	$22.49
TMOM64631	SAM GS20 ULTRA LED VIEW COVER BLACK	FUNCTION	$29.97	$22.48
TMOM65799	SAM NOTE20 5G LED WALLET BLACK	FUNCTION	$64.99	$48.74
TMOM65829	SAM NOTE20 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM65898	SAM NOTE20 5G ULTRA LED WALT B	FUNCTION	$64.99	$48.74
TMOM65928	SAM NOTE20 5G ULTRA S-VIEW BLK	FUNCTION	$49.99	$37.49
TMOM65935	SAM TAB S7 KEYBOARD COVER BLK	FUNCTION	$199.99	$149.99
TMOM65942	SAM TAB S7+ 5G KEYBOARD CV BLK	FUNCTION	$229.99	$172.49
TMOM66703	SAM GS20 FE 5G S-VIEW FLIP NAVY	FUNCTION	$24.97	$18.73
TMOM67885	SAM GS21 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM67892	SAMSUNG S-PEN BLK	FUNCTION	$39.99	$29.99
TMOM67908	SAM GS21U 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
TMOM67915	SAM GS21U 5G SLCN BK W S-PEN	FUNCTION	$69.99	$52.49
TMOM67991	SAM GS21U 5G S-VIEW BK W S-PEN	FUNCTION	$89.99	$67.49
TMOM68004	SAM GS21P 5G S-VIEW FLIP BLK	FUNCTION	$49.99	$37.49
610214661890	IPHONE 11/XR GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214661913	IPHONE 11 PRO/XS/X GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214661968	IPHONE SE2020/8/7/6S/6 GOTO TEMP GLSS SP	GLASS	$39.99	$29.99
610214661975	IPHONE 7/8 PLUS GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214663146	SAMSUNG GALAXY S20 ULTRA 5G GOTO CURVED GLASS W SENSOR	GLASS	$44.99	$33.74
610214663184	SAMSUNG GALAXY S20 5G GOTO CURVED GLASS W SENSOR	GLASS	$44.99	$33.74
610214664150	SAM A11 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664174	SAM A21 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664198	SAM A71 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664211	LG STYLO 6 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664235	LG K51 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664259	LG ARISTO 5 GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664273	MOTO E GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664297	JOY TAB GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664303	MOXEE X800 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664914	SAM A51 5G GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
610214664938	REVVL 4 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664952	REVVL 4+ GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214664983	REVVL 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665003	LG VELVET 5G GOTO C TEMP GLASS	GLASS	$44.99	$33.74
610214665607	IP 12MINI GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665645	IP 12/12P GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665676	IP 12P MX GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214665737	SAM NOTE20 5G GOTO CURVED GLAS	GLASS	$39.99	$29.99
610214665843	SAM NOTE20 5G ULTRA GOTO GLASS	GLASS	$44.99	$33.74
610214666420	SAM GS20 FE 5G GOTO TEMP GLASS W/ FPS	GLASS	$39.99	$29.99
610214666437	ALC JOYTAB2 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214666451	OP 8T+ 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214666475	GGL PXL4A 5G GOTO TP GLS SP	GLASS	$39.99	$29.99
610214666482	LG WING 5G GOTO TEMP GLASS W FILM 2 PK	GLASS	$49.99	$37.49
610214667274	OP N100 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667298	OP N10 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667342	MOTO ONE 5G ACE GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667380	MOTO G PLAY GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214667465	SAM GS21P 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667519	SAM GS21 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667540	ONEPLUS 9 5G GOTO TEMP GLS SP	GLASS	$39.99	$29.99
610214667588	OP 9 PRO 5G GOTO TEMP GLASS SP	GLASS	$44.99	$33.74
610214668653	SAM A52 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214668738	SAM A12 GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214668776	SAM A32 5G GOTO TEMP GLASS SP	GLASS	$39.99	$29.99
610214704665	ONEPLUS 8 5G GOTO CURVED TEMPERED GLASS SP	GLASS	$44.99	$33.74
610214704689	LG V60 THINQ 5G GOTO TEMPERED GLASS SP	GLASS	$39.99	$29.99
840056105584	IPHONE 11 PRO/XS/X ZAGG VISIONGUARD + AM	GLASS	$49.99	$37.49
840056105607	IPHONE 11 PRO MAX/XS MAX ZAGG VISIONGUARD + AM	GLASS	$49.99	$37.49
840056105614	IPHONE 11 PRO/XS/X ZAGG PRIVACY GLASS	GLASS	$44.99	$33.74
840056105621	IPHONE 11/XR ZAGG PRIVACY GLASS	GLASS	$44.99	$33.74
840056118171	SAMSUNG GALAXY S20+ 5G ZAGG CAMERA LENS SP	GLASS	$14.99	$11.24
840056118188	SAMSUNG GALAXY S20 ULTRA 5G ZAGG CAMERA LENS SP	GLASS	$14.99	$11.24
840056123441	IPHONE SE2020/8/7/6S/6 ZAGG GLSS ELTE VG	GLASS	$49.99	$37.49
840056131217	IP 12MINI IS GLASS ELITE VG PL	GLASS	$49.99	$37.49
840056131279	IP 12/12P/11/XR IS GLS EL VG+	GLASS	$49.99	$37.49
840056131330	IP 12P MX IS GLASS ELITE VG PL	GLASS	$49.99	$37.49
840056131408	IP 12MINI IS GLASS ELT PRIV PL	GLASS	$44.99	$33.74
840056131422	IP 12/12P/11/XR IS GLS EL PRV+	GLASS	$44.99	$33.74
840056131446	IP 12P MX IS GLASS ELT PRIV PL	GLASS	$44.99	$33.74
840056132719	SAM TAB S7 5G IS GLASS FUSION+	GLASS	$54.99	$41.24
840056132726	SAM TAB S7+ 5G IS GLASS FUSN+	GLASS	$59.99	$44.99
840056135437	OP 8T+ 5G IS GLASS ELT VG PLS	GLASS	$49.99	$37.49
840056135468	IPAD AIR 4 GEN/PRO 11" IS GLS ELT VG PL	GLASS	$59.99	$44.99
840056136106	SAM GS20 FE 5G IS GLASS ELITE VG PLUS	GLASS	$49.99	$37.49
840056137615	IPAD 8/7 GEN IS GLS ELT VG PL	GLASS	$59.99	$44.99
840056138063	ONEPLUS 9 5G IS GLASS ELITE VG+	GLASS	$49.99	$37.49
840056139985	OP 9 PRO 5G IS GLASS FUSION VG+	GLASS	$49.99	$37.49
SUPM47575	APPLE IPHONE SE (2020) 8/7 PG TEMPERED GLASS	GLASS	$39.99	$29.99
SUPM47577	IPHONE 7/8 PLUS PG TEMPERED GLASS	GLASS	$39.99	$29.99
SUPM51790	SAM GS10E PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
SUPM52514	IPHONE 11 PRO/XS/X PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99

SUPM52516	IPHONE 11 PRO MAX/XS MAX PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
SUPM52518	IPHONE 11/XR PG TEMPERED GLASS W TRAY	GLASS	$39.99	$29.99
814238024291	SIMPLE UNIVERSAL LIQUID GLASS SP 250	LIQUID	$49.99	$37.49
660543514671	IPHONE 11 OB DEFENDER BLACK	RUGGED	$59.99	$44.99
660543516057	IPHONE 11 PRO OB DEFENDER BLACK	RUGGED	$59.99	$44.99
660543517320	IPHONE 11 PRO MAX OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104203248	IPAD 7TH GEN OB DEFENDER BLACK	RUGGED	$89.99	$67.49
840104203811	LG K51 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104203910	LG STYLO 6 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104204603	SAMSUNG GALAXY S20 ULTRA 5G OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104205181	SAMSUNG GALAXY S20 5G OB DEFENDER BLACK	RUGGED	$59.99	$44.99
840104211106	SAM A11 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104211175	SAM A21 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104211205	SAM A21 OB COMMUTER MINT WAY	RUGGED	$29.99	$22.49
840104212653	MOTO E OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104213858	LG ARISTO 5 OB COMMUTER CUPID WAY PINK	RUGGED	$29.99	$22.49
840104213865	LG ARISTO 5 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104218563	SAM A11 OB COMMUTER MINT WAY	RUGGED	$29.99	$22.49
840104223635	IP 12MINI OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104223758	IP 12MINI OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104223802	IP 12MINI LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104224182	IP 12/12P OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104224304	IP 12/12P OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104224359	IP 12/12P LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104224731	IP 12P MX OB SYMMETRY BLK	RUGGED	$49.99	$37.49
840104224854	IP 12P MX OB SYMMETRY STARDUST	RUGGED	$49.99	$37.49
840104224908	IP 12P MX LP NEXT BLK CRYSTAL	RUGGED	$79.99	$59.99
840104227190	REVVL 5G OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104227268	REVVL 4+ OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104228845	SAM NOTE20 ULT5G OB DEF PRO BK	RUGGED	$59.99	$44.99
840104228852	SAM NOTE20 5G OB DEF PRO BLACK	RUGGED	$59.99	$44.99
840104229439	IP 12MINI OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104229866	IP 12/12P OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104229873	IP 12P MX OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104230435	REVVL 4 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104234099	SAM NOTE20 5G ULTRA OB SYM STR	RUGGED	$49.99	$37.49
840104234105	SAM NOTE20 5G OB SYM STARDUST	RUGGED	$49.99	$37.49
840104234587	SAM TAB S7 5G OB DEFENDER BLK	RUGGED	$89.99	$67.49
840104234877	IP 12MINI OB DEFNDR PRO BERRY	RUGGED	$59.99	$44.99
840104234884	IP 12/12P OB DEFENDR PRO BERRY	RUGGED	$59.99	$44.99
840104234891	IP 12P MX OB DEFENDR PRO BERRY	RUGGED	$59.99	$44.99
840104235379	IP 12MINI LP FRE BLK	RUGGED	$89.99	$67.49
840104235386	IP 12P LP FRE BLK	RUGGED	$89.99	$67.49
840104235393	IP 12P MX LP FRE BLK	RUGGED	$89.99	$67.49
840104236635	GGL PXL4A 5G OB COMMUTER BLACK	RUGGED	$39.99	$29.99
840104238080	IPAD 8/7TH GEN OB DEFENDER PRO BLACK	RUGGED	$89.99	$67.49
840104243145	OP N100 OB COMMUTER LITE BLACK	RUGGED	$29.99	$22.49
840104243169	MOTO G PLAY OB COMMUTER LITE BLK	RUGGED	$29.99	$22.49
840104243190	OP N10 5G OB COMMUTER BLK	RUGGED	$39.99	$29.99
840104243213	MOTO ONE 5G ACE OB COMMUTER BLK	RUGGED	$39.99	$29.99
840104246078	OP N100 OB COMMUTER LITE VIOLET	RUGGED	$29.99	$22.49
840104246085	MOTO G PLAY OB COMMUTER LITE VIOLET	RUGGED	$29.99	$22.49
840104246092	OP N10 5G OB COMMUTER VIOLET	RUGGED	$39.99	$29.99
840104247945	SAM GS21U 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104248003	SAM GS21P 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104248065	SAM GS21 5G OB DEF PRO BLK	RUGGED	$59.99	$44.99
840104249666	IP 12 LP FRE BLK	RUGGED	$89.99	$67.49
840104249826	SAM A52 5G OB DEFENDER PRO BLK	RUGGED	$59.99	$44.99
840104250747	SAM GS21 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104250754	SAM GS21P 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104250761	SAM GS21U 5G LP NEXT CRYS/BLK	RUGGED	$79.99	$59.99
840104255643	SAM A12 OB COMM LITE BLK	RUGGED	$29.99	$22.49
840104255674	SAM A32 5G OB COMM LITE BLK	RUGGED	$29.99	$22.49
840104257678	SAM A12 OB COMM LITE VIOLET	RUGGED	$29.99	$22.49
840104257685	SAM A32 5G OB COMM LITE VIOLET	RUGGED	$29.99	$22.49
SUPM47581	IPHONE SE2020/8/7 OB DEFENDER BLACK	RUGGED	$49.99	$37.49
SUPM47589	IPHONE 7/8 PLUS OB DEFENDER BLACK	RUGGED	$29.97	$22.48
SUPM49461	IPHONE X/XS OB DEFENDER BLACK	RUGGED	$49.99	$37.49
SUPM51054	IPHONE XR OB DEFENDER BLACK	RUGGED	$59.99	$44.99
SUPM51763	SAM GS10E OB DEFENDER BLACK	RUGGED	$59.99	$44.99
SUPM51768	SAM GS10 OB DEFENDER BLACK	RUGGED	$29.97	$22.48
SUPM51978	MOTO G7 POWER OB COMMUTER BLACK	RUGGED	$29.99	$22.49
SUPM51979	LG K40 OB COMMUTER BLACK	RUGGED	$29.99	$22.49
SUPM52232	SAM A10E OB COMMUTER OCEAN WAY	RUGGED	$29.99	$22.49
SUPM52308	TMO REVVLRY PLUS OB COMMUTER BLACK	RUGGED	$29.99	$22.49
840104234808	PHONESOAP 3	SCREEN CLEANING	$79.99	$59.99
SUPM53589	OTTERBOX DEVICE CLEANING KIT	SCREEN CLEANING	$9.99	$7.49
190198763228	IPHONE XS MAX SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199269057	IPHONE 11 SILICONE CASE BLACK-ZML	SLIM	$39.99	$29.99
190199269149	IPHONE 11 SILICONE CASE WHITE-ZML	SLIM	$39.99	$29.99
190199269446	IPHONE 11 PRO LE CASE MEYER LEMON-ZML	SLIM	$49.99	$37.49
190199269477	IPHONE 11 PRO LE CASE FOREST GREEN-ZML	SLIM	$49.99	$37.49
190199269507	IPHONE 11 PRO LE CASE SADDLE BROWN-ZML	SLIM	$49.99	$37.49
190199269538	IPHONE 11 PRO LE CASE BLACK-ZML	SLIM	$49.99	$37.49
190199269590	IPHONE 11 PRO LE CASE MIDNIGHT BLUE-ZML	SLIM	$49.99	$37.49
190199285446	IPHONE 11 PRO CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287532	IPHONE 11 PRO MAX CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287563	IPHONE 11 PRO MAX LE CASE LEMON-ZML	SLIM	$49.99	$37.49
190199287594	IPHONE 11 PRO MAX LE CASE FOREST GRN-ZML	SLIM	$49.99	$37.49
190199287624	IPHONE 11 PRO MAX LE CASE BROWN-ZML	SLIM	$49.99	$37.49
190199287655	IPHONE 11 PRO MAX LE CASE BLACK-ZML	SLIM	$49.99	$37.49

190199287716	IPHONE 11 PRO MAX LE CASE BLUE-ZML	SLIM	$49.99	$37.49
190199287747	IPHONE 11 CLEAR CASE-ZML	SLIM	$39.99	$29.99
190199287808	IPHONE 11 PRO SIL CASE MID BLUE-ZML	SLIM	$39.99	$29.99
190199287839	IPHONE 11 PRO SIL CASE WHITE-ZML	SLIM	$39.99	$29.99
190199287860	IPHONE 11 PRO SIL CASE PINK SAND-ZML	SLIM	$39.99	$29.99
190199287891	IPHONE 11 PRO SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199287921	IPHONE 11 PRO SIL CASE GREEN-ZML	SLIM	$39.99	$29.99
190199287952	IPHONE 11 PRO SIL CASE CLEMENTINE-ZML	SLIM	$39.99	$29.99
190199287983	IPHONE 11 PRO SIL CASE AK BLUE-ZML	SLIM	$39.99	$29.99
190199288102	IPHONE 11 PRO MAX SIL CASE MID BLUE-ZML	SLIM	$39.99	$29.99
190199288133	IPHONE 11 PRO MAX SIL CASE WHITE-ZML	SLIM	$39.99	$29.99
190199288164	IPHONE 11 PRO MAX SIL CASE PINK SAND-ZML	SLIM	$39.99	$29.99
190199288195	IPHONE 11 PRO MAX SIL CASE BLACK-ZML	SLIM	$39.99	$29.99
190199288256	IPHONE 11 PRO MAX SIL CASE CLEMENTINE-ZML	SLIM	$39.99	$29.99
190199288287	IPHONE 11 PRO MAX SIL CASE AK BLUE-ZML	SLIM	$39.99	$29.99
190199288591	IPHONE 11 PRO MAX LE FOLIO BLACK-ZML	SLIM	$129.99	$97.49
190199544536	IPHONE 11 PRO MAX SIL CASE POM-ZML	SLIM	$39.99	$29.99
190199610408	IPHONE SE SILICONE CASE BLACK-ZML	SLIM	$35.99	$26.99
190199610521	IPHONE SE LEATHER CASE BLACK-ZML	SLIM	$45.99	$34.49
190199610552	IPHONE SE LEATHER CASE MIDNIGHT BLUE-ZML	SLIM	$45.99	$34.49
190199651067	IPHONE 11 SILICONE CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651098	IPHONE 11 SILICONE CASE GRAPEFRUIT-ZML	SLIM	$39.99	$29.99
190199651159	IPHONE 11 PRO SIL CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651180	IPHONE 11 PRO SIL CASE GRAPEFRUIT-ZML	SLIM	$39.99	$29.99
190199651210	IPHONE 11 PRO SIL CASE SURF BLUE-ZML	SLIM	$39.99	$29.99
190199651241	IPHONE 11 PRO MAX SIL CASE CACTUS-ZML	SLIM	$39.99	$29.99
190199651272	IPHONE 11 PRO MAX SIL CASE GRAPEFRT-ZML	SLIM	$39.99	$29.99
190199651302	IPHONE 11 PRO MAX SIL CASE SURF BLUE-ZML	SLIM	$39.99	$29.99
193575013633	GGL PXL4A 5G FABRIC CASE GREY	SLIM	$40.00	$30.00
194252168134	IPHONE 12MINI LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168332	IPHONE 12/12P LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168530	IPHONE 12P MX LEATH CSE BLACK	SLIM	$59.99	$44.99
194252168615	IPHONE 12MINI SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252168738	IPHONE 12MINI SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252168851	IPHONE 12MINI SIL CASE BLACK	SLIM	$49.99	$37.49
194252168936	IPHONE 12/12P SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252169056	IPHONE 12/12P SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252169131	IPHONE 12/12P SIL CASE RED	SLIM	$49.99	$37.49
194252169179	IPHONE 12/12P SIL CASE BLACK	SLIM	$49.99	$37.49
194252169254	IPHONE 12P MX SIL CSE PINK CIT	SLIM	$49.99	$37.49
194252169377	IPHONE 12P MX SIL CSE DEP NAVY	SLIM	$49.99	$37.49
194252169490	IPHONE 12P MX SIL CASE BLACK	SLIM	$49.99	$37.49
194252169537	IPHONE 12MINI CLEAR CASE	SLIM	$49.99	$37.49
194252169575	IPHONE 12/12P CLEAR CASE	SLIM	$49.99	$37.49
194252169612	IPHONE 12P MX CLEAR CASE	SLIM	$49.99	$37.49
610214662354	IPHONE 11 GOTO DEFINE CASE WITH BLUE	SLIM	$19.99	$14.99
610214662514	IPHONE 11 PRO MAX GOTO SWELL CASE GREY	SLIM	$19.99	$14.99
610214662521	IPHONE 11 GOTO SWELL CASE PINK	SLIM	$19.99	$14.99
610214662538	IPHONE 11 PRO GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214662965	IPHONE SE2020/8/7/6S/6 GOTO SWELL BLUE	SLIM	$19.99	$14.99
610214663191	SAMSUNG GALAXY S20 ULTRA 5G GOTO SHADE CASE GREY	SLIM	$19.99	$14.99
610214663207	SAMSUNG GALAXY S20+ 5G GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214663214	SAMSUNG GALAXY S20 5G GOTO DEFINE CASE GREY	SLIM	$19.99	$14.99
610214663245	SAMSUNG GALAXY S20 5G GOTO DEFINE CASE PINK	SLIM	$19.99	$14.99
610214663603	LG V60 THINQ 5G GOTO SWELL CASE BLUE	SLIM	$19.99	$14.99
610214663856	IPHONE SE2020/8/7/6S/6 GOTO DEFINE GREY	SLIM	$19.99	$14.99
610214663931	SAM A11 GOTO SWELL BLACK	SLIM	$19.99	$14.99
610214663986	SAM A21 GOTO SWELL BLACK	SLIM	$19.99	$14.99
610214664020	LG STYLO 6 GOTO SHADE GREY/GREY	SLIM	$19.99	$14.99
610214664037	LG STYLO 6 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664051	LG K51 GOTO SWELL PURPLE	SLIM	$19.99	$14.99
610214664068	LG K51 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664075	LG ARISTO 5 GOTO DEFINE BLACK	SLIM	$19.99	$14.99
610214664082	LG ARISTO 5 GOTO SHADE NAVY/TURQ	SLIM	$19.99	$14.99
610214664099	MOTO E GOTO SWELL GREY	SLIM	$19.99	$14.99
610214664105	MOTO E GOTO SHADE NAVY/TURQ	SLIM	$19.99	$14.99
610214664396	SAM A21 GOTO DEFINE GREY	SLIM	$19.99	$14.99
610214664402	LG K51 GOTO SHADE GREY/GREY	SLIM	$19.99	$14.99
610214664976	REVVL 4 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665027	SAM A51 5G GOTO FINE 45 SWELL NAVY	SLIM	$19.99	$14.99
610214665034	REVVL 4 GOTO FINE? SWELL MAGEN	SLIM	$19.99	$14.99
610214665041	REVVL 4+ GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665058	REVVL 4+ GOTO FINE SWELL MAGEN	SLIM	$19.99	$14.99
610214665065	REVVL 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665072	REVVL 5G GOTO FINE SWELL MAGEN	SLIM	$19.99	$14.99
610214665089	LG VELVET 5G GOTO FN SWELL GRY	SLIM	$19.99	$14.99
610214665096	REVVL 5G GOTO FINE SWELL NVY	SLIM	$19.99	$14.99
610214665102	REVVL 4+ GOTO FINE SWELL NAVY	SLIM	$19.99	$14.99
610214665119	REVVL 4 GOTO FINE SWELL NAVY	SLIM	$19.99	$14.99
610214665577	IP 12MINI GOTO DEFINE CLR CASE	SLIM	$19.99	$14.99
610214665591	IP 12MINI GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214665614	IP 12/12P GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665638	IP 12/12P GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214665652	IP 12P MX GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214665850	SAM NOTE20 5G ULTRA GOTO 45 BK	SLIM	$19.99	$14.99
610214666017	SAM NOTE20 5G GOTO FINE SWEL45	SLIM	$19.99	$14.99
610214666024	IP 12/12P GOTO DEFINE CLR NAVY	SLIM	$19.99	$14.99
610214666031	IP 12/12P GOTO FN SWELL MG PPL	SLIM	$19.99	$14.99
610214666048	IP 12MINI GOTO DEFINE CLR NVY	SLIM	$19.99	$14.99
610214666123	SAM A71 GOTO FINE 45 SWELL GREY	SLIM	$19.99	$14.99
610214666505	SAM GS20 FE 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99

610214666529	SAM GS20 FE 5G GOTO FINE SWELL 45 MAG PR	SLIM	$19.99	$14.99
610214666536	OP 8T+ 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214666550	GGL PXL4A 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214666567	GGL PXL4A 5G GOTO FN SWL45 MGP	SLIM	$19.99	$14.99
610214667205	OP N100 GOTO FINE SWELL 45 AQUA	SLIM	$19.99	$14.99
610214667212	OP N100 GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667229	OP N100 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667243	OP N10 5G GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667250	OP N10 5G GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
610214667304	MOTO ONE 5G ACE GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
610214667311	MOTO ONE 5G ACE GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667328	MOTO ONE 5G ACE GOTO PRO STARRY NIGHT	SLIM	$24.99	$18.74
610214667366	MOTO G PLAY GOTO FINE SWELL 45 BLK	SLIM	$19.99	$14.99
610214667373	MOTO G PLAY GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667489	SAM GS21P 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667502	SAM GS21U 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667533	SAM GS21 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667564	ONEPLUS 9 5G GOTO DEFINE CLR	SLIM	$19.99	$14.99
610214667571	ONEPLUS 9 5G GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214667601	OP 9 PRO 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214667618	OP 9 PRO 5G GOTO FN SWELL BLK	SLIM	$19.99	$14.99
610214668394	SAM A52 5G GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668400	SAM A52 5G GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668462	SAM A12 GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668479	SAM A12 GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668493	SAM A32 5G GOTO SWELL 45 AQUA	SLIM	$19.99	$14.99
610214668509	SAM A32 5G GOTO SWELL 45 BLK	SLIM	$19.99	$14.99
610214668578	SAM A52 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668615	SAM A32 5G GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668646	SAM A12 GOTO DEFINE CLEAR	SLIM	$19.99	$14.99
610214668806	SAM A12 GOTO DEFINE SPARKLE	SLIM	$19.99	$14.99
810015294628	IP 12MINI SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
810015294635	IP 12/12P SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
810015294642	IP 12P MX SONIX TIE DIE ORG GL	SLIM	$34.99	$26.24
840171700008	LG WING 5G CM TOUGH PLUS BLACK	SLIM	$39.99	$29.99
846127199841	SAM GALXY Z FLIP 5G CM BLACK	SLIM	$34.99	$26.24
846127199865	MOTOROLA RAZR 5G CM TOUGH BLACK	SLIM	$34.99	$26.24
846127199971	LG WING 5G CM TOUGH PLUS CLEAR	SLIM	$39.99	$29.99
848709096821	SAM A51 5G SPECK EXOTECH BLACK	SLIM	$29.99	$22.49
SUPM52314	LG K40 T21 STUDIOCOLOUR BLUEMOON	SLIM	$14.97	$11.23
SUPM52448	IPHONE 11 PRO T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM52451	IPHONE 11 PRO MAX T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM52471	LG ARISTO 4+ T21 STUDIOCOLOUR BLUE MOON	SLIM	$14.97	$11.23
SUPM52600	GOOGLE PIXEL 4 T21 STUDIOCOLOUR BLACK	SLIM	$29.99	$22.49
SUPM53833	SAM NOTE20 5G ULTRA T21 EVOCLR	SLIM	$39.99	$29.99
TMOM63115	SAMSUNG GALAXY S20 ULTRA 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM63122	SAMSUNG GALAXY S20 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM63221	SAMSUNG GALAXY S20+ 5G SAM SILICONE CASE BLACK	SLIM	$14.97	$11.23
TMOM65775	SAM NOTE20 5G LEATHER CASE BLK	SLIM	$49.99	$37.49
TMOM65782	SAM NOTE20 5G LEATHER CASE BRW	SLIM	$49.99	$37.49
TMOM65805	SAM NOTE20 5G SILICONE CASE BK	SLIM	$29.99	$22.49
TMOM65812	SAM NOTE20 5G SILICONE CASE MT	SLIM	$29.99	$22.49
TMOM65836	SAM NOTE20 5G ULTRA CLEAR STND	SLIM	$29.99	$22.49
TMOM65874	SAM NOTE20 5G ULTRA LEAT BLACK	SLIM	$49.99	$37.49
TMOM65881	SAM NOTE20 5G ULTRA LEAT BROWN	SLIM	$49.99	$37.49
TMOM65904	SAM NOTE20 5G ULTRA SIL BLACK	SLIM	$29.99	$22.49
TMOM65911	SAM NOTE20 5G ULTRA SIL WHITE	SLIM	$29.99	$22.49
TMOM66246	SAM NOTE20 5G CLEAR PRO STAND	SLIM	$29.99	$22.49
TMOM66253	SAM Z FOLD2 5G KICK STAND BLK	SLIM	$59.99	$44.99
TMOM66277	SAM GALXY Z FLIP 5G CLEAR CVER	SLIM	$29.99	$22.49
TMOM66284	SAM Z FOLD2 5G LEATHER BLK	SLIM	$79.99	$59.99
TMOM66666	SAM GS20 FE 5G CLEAR STANDING COVER	SLIM	$14.97	$11.23
TMOM666697	SAM GS20 FE 5G SILICONE NAVY	SLIM	$14.97	$11.23
190198893277	APPLE PENCIL 2ND GEN	TABLET	$129.99	$97.49
190199307001	IPAD SMART KEYBOARD	TABLET	$159.99	$119.99
190199568440	IPAD SMART KEYBOARD FOLIO 11-USA	TABLET	$179.99	$134.99
190199569027	IPAD SMART KEYBOARD FOLIO 12.9-USA	TABLET	$199.99	$149.99
190199599956	IPAD MAGIC KEYBOARD 11-USA	TABLET	$299.99	$224.99
190199600539	IPAD MAGIC KEYBOARD 12.9-USA	TABLET	$349.99	$262.49
610214664112	GOTO UNIVERSAL 7-8" TABLET FOLIO	TABLET	$19.99	$14.99
610214664129	GOTO UNIVERSAL 10-11" TABLET FOLIO	TABLET	$29.99	$22.49
610214664136	GOTO UNIVERSAL 7-8" TABLET KEYBOARD	TABLET	$59.99	$44.99
610214664143	GOTO UNIVERSAL 10-11" TABLET KEYBOARD	TABLET	$69.99	$52.49
848709090348	SAM TAB S7 5G SPK BAL FOL BLK	TABLET	$39.99	$29.99
848709090393	SAM TAB S7+ 5G SPK BAL FOL BLK	TABLET	$49.99	$37.49
848709096296	IPAD 8/7TH GEN SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
848709099273	ALC JOYTAB2 SPECK STYLE FOL BK	TABLET	$29.99	$22.49
888462313674	APPLE PENCIL-AME WHITE	TABLET	$99.99	$74.99
SUPM53067	IPAD 7TH GEN SPECK BALANCE FOLIO	TABLET	$39.99	$29.99
SUPM53240	LG G PAD 5 SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
SUPM53241	SAM TAB A 8.4 SPECK BALANCE FOLIO BLACK	TABLET	$39.99	$29.99
SUPM53242	MOXEE X800 SPECK STYLE FOL BLK	TABLET	$29.99	$22.49
TMOM61456	SAMSUNG TAB S6 FOLIO BLACK	TABLET	$69.99	$52.49
194252156940	20W USB-C POWER ADAPTER-AME	WALL CHARGERS	$19.99	$14.99
610214662590	GOTO INTERNATIONAL ADAPTER	WALL CHARGERS	$29.99	$22.49
610214662668	GOTO DUAL USB A AND USB C WALL CHARGER	WALL CHARGERS	$19.99	$14.99
610214662675	GOTO DUAL USB A WALL CHARGER	WALL CHARGERS	$19.99	$14.99
610214662682	GOTO SINGLE USB A WALL CHARGER	WALL CHARGERS	$14.99	$11.24
745883811649	BELKIN PD 12W/18W WALL + USB C - LGT CABLE	WALL CHARGERS	$39.99	$29.99
745883811656	BELKIN PD 12W/18W WALL + USB C - C CABLE	WALL CHARGERS	$39.99	$29.99
745883816521	BELKIN PD 32W WALL CHARGER + USB C - LTG CBL	WALL CHARGERS	$39.99	$29.99

885909629022	12W USB POWER ADAPTER	WALL CHARGERS	$19.99	$14.99
SUPM53766	ANKER POWER STRIP PAD W/5 INPUTS	WALL CHARGERS	$39.99	$29.99
SUPM54598	ANKER 20W USB-C POWERPORT PD NANO	WALL CHARGERS	$19.99	$14.99
TMOM68165	SAMSUNG 25W TRAVEL ADAPTER	WALL CHARGERS	$19.99	$14.99
194252192375	MAGSAFE CHARGER-AME	WIRELESS	$39.99	$29.99
194252220061	MAGSAFE DUO CHARGER	WIRELESS	$129.99	$97.49
610214662620	GOTO 10W WIRELESS CHARGING PAD	WIRELESS	$29.99	$22.49
610214664693	GOTO 10W WIRELESS CHARGING STAND	WIRELESS	$39.99	$29.99
610214664709	GOTO 10W WIRELESS PAD - 2 PACK	WIRELESS	$49.99	$37.49
SUPM53836	UBIO LABS 15W PAD	WIRELESS	$49.99	$37.49
SUPM53837	UBIO LABS 15W STAND	WIRELESS	$59.99	$44.99
SUPM53838	UBIO LABS DUAL 15W PAD	WIRELESS	$69.99	$52.49
SUPM53839	UBIO LABS 4-IN-1 15W PAD	WIRELESS	$99.99	$74.99

Attachment D, Exhibit 3
Additional Terms for Master Account Wireless Services

1. Definitions. For purposes of Wireless Services, the following defined terms apply to this Exhibit G:

1.1 "Services" means wireless services provided under a Master Account.

1.2 "**Devices**" means any equipment, for which T-Mobile provides Service, such as a phone handset, tablet, or SIM card.

1.3 "**Master Account**" means the Customer's billing account in the Contractor's system for the purchase and use of services and devices.

1.4 "Network" means T-Mobile's owned wireless network.

2. Pricing. In accordance with the SOW Subsection 1.5.1, T-Mobile Rate Plans have month-to-month Service terms and Customer may terminate a Master Account line of Service at any time. Customer remains responsible for all Charges incurred through the end of such Master Account line's Service term. Customer's use of the Service will be in accordance with the terms and conditions of the Contract and the applicable Rate Plan terms.

3. Orders. Orders will be processed pursuant to T-Mobile's standard activation procedures and must be approved by an authorized designee of Customer. By placing an Order for Devices, Customer agrees that Devices are intended to be activated on T-Mobile's Service for use only by Customer and its End-users, and Customer will not materially modify the Devices' hardware or preloaded software, or assist any third party in doing so, in a way that would lead to security risks. For the avoidance of doubt, the foregoing restriction does not prohibit Customer from adding applications or third party services to Devices in accordance with the Agreement. Devices are subject to availability. The delivery address must fall within T-Mobile's licensed Service area. If Customer has a Device or accessory under T-Mobile's Equipment Installment Program ("**EIP**") or lease, then Customer will refer to the terms and conditions of that agreement.

4. [Intentionally Omitted].

5. Changes.

5.1 Customer-requested changes to Rate Plans will not be effective until the following bill cycle. For Customer-initiated wireless service cancellations, including cancellation of Rate Plans add-ons, T-Mobile will bill Customer for the entire bill cycle in which wireless service was cancelled.

5.2 T-Mobile may impose usage or Service limits, suspend Service, or exclude certain categories of calls, messages, or sessions (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in its sole discretion with the exception of conference calls to Skype, Webex, Teams, and other ordinary business conference calls, which such calls will not result in additional charges. In the event a Customer has a past due account or is in a payment default, T Mobile may also impose limits on Service or Device orders based on Customer's then-current credit rating. If Customer fails to cancel Service within the relevant timeframe, Customer will be deemed to have accepted the changes. Any service term will remain unchanged by any modification to the account, unless Customer agrees to a new service term as part of such modification. For the price-lock guaranteed Rate Plans in Exhibit B, T-Mobile will not increase Customer's monthly recurring service charges (excluding add-on features, taxes, surcharges, fees, or charges for additional features or Devices) ("**Monthly Recurring Charge**") for the period that applies to Customer's Rate Plan, or if no specific period applies, for as long as Customer continuously remains a T-Mobile customer in good standing on a qualifying Rate Plan. If Customer switches Rate Plans, the price-lock guarantee for Customer's new Rate Plan will apply (if there is one). The price-lock guarantee is limited to the Monthly Recurring Charges only. Customer agrees that T-Mobile may contact Master Account End-users through the Devices to notify such End-user of changes to or information about their account or the Service.

6. Service Availability, Service Coverage.

6.1 Service is available to a Device only when it is within the operating range of T-Mobile's Network or the network of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps are available at www.t-mobile.com and are only estimates of our anticipated coverage area outdoors. Customer's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Customer's End-users are on a private or public Wi-Fi network, using a non-T-Mobile Device, or if a Device no longer supports network technologies compatible with or available on T-Mobile's network. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability.

6.2 T-Mobile engineers its Network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. In those cases, customers who choose certain rate plans may notice speeds lower than customers on other T-Mobile branded rate plans, which are prioritized higher on T-Mobile's network. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile branded rate plans and to minimize capacity issues and degradation in network performance, T-Mobile may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle.

6.3 Devices must be used predominantly within the T-Mobile-owned Network coverage area. Devices may connect to another provider's network ("**Off-Net**") even when End-users are within the T-Mobile coverage area. Customer and its End-users should check Customer's Device(s) to determine if Customer is Off-Net. Customer should not abuse Off-Net usage or T-Mobile may limit or terminate Customer's Service with prior written notice in accordance with Section 3.4 of the Contract. T-Mobile may limit or terminate the affected line of Service in T-Mobile's discretion if (a) more than 50% of a End-user's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period; (b) a End-user's Off-Net usage makes it unreasonable for T-Mobile to provide Service to such End-user; or (c) related to T-Mobile's arrangements with an Off-Net provider. If a End-user's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such End-users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 9-1-1 location services, may not be available in Customer's area and are subject to the Service limitations set forth in Section 6 of this Exhibit G.

6.4 Compatibility of Wireless Products and Services. Products may not be compatible with services provided by other wireless carriers, except for services provided in connection with roaming agreements. T-Mobile Devices may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. T-Mobile does not guarantee current or future compatibility of wireless Products or Services with third party products, features or applications. Apparent compatibility or notice from T-Mobile of compatibility is not a T-Mobile endorsement of a third party product, feature or application. Unless otherwise stated in the Contract, T-Mobile may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or application with the Services or Products, and Customer may not receive a refund for any unused portion of the data content.

7. Portability.

7.1 Customer has no proprietary or ownership rights to a specific number ("**Number**"), IP addresses not provided by DMS, or e-mail address assigned to Customer or Customer's Device. Customer may be able to transfer a Master Account End-user's Number to or from another provider with whom T-Mobile has a porting relationship in accordance with T-Mobile internal business policies and procedures. For additional information about local number portability, please contact Corporate Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com. Customer acknowledges that the Device may not be compatible with the network and services provided by another service provider. Customer may buy Devices from T-Mobile, or from someone else, however, all existing account transfers will be handled in accordance with the terms of

the SOW and this Section 7. Unless authorized by T-Mobile in writing, Customer will not use a Number on the Network for any purpose other than access to the public switched telephone network.

7.2 Upon submitting a change of responsibility ("**COR**") request, Customer consents to change both the billing and legal responsibility for the applicable Customer's corporate liable lines ("**CL**") from Customer's responsibility for the CL lines to Customer's employee(s)' responsibility, and Customer agrees to accept both the billing and legal responsibility for the employee(s)' individual liable line(s) ("**IL**"), once released by the employee(s). If approved, the transfer of any EIP (as defined below) balance to the employee or Customer will not be effective until a new EIP agreement has been executed by the assuming party.

8. Billing and Payment of Charges.

8.1 [Intentionally Omitted]

8.2 Customer may have to pay extra charges for calls to some numbers (for example but not limited to), conference & chat lines, broadcast, calling card, international, 900 or 976 calls with the exception of conference calls to Skype, Webex, Teams, and other ordinary business conference calls, which such calls will not result in additional charges. Customer will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see your selected Rate Plan for more details. Unused minutes or other allocated Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call, or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Customer's billing cycle, and/or at the time Customer switches data plans. See the EUPL for Rate Plan details.

9. International Roaming and Dialing. Availability and features offered for international roaming and dialing vary depending on Master Account End-users' Rate Plan, the and Device. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. or Puerto Rico, End-users may be charged international rates (including for voicemails left for such End-users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to End-users' voicemail and the relevant data rates for data usage. End-users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for such End-users and regardless of whether the Device is on or off. End-users may be able to disable these applications and features through a Device's settings. Different rates and rounding increments apply in different countries. See www.t-mobile.com for information on international access, rates, Services and coverage. While roaming internationally, End-user data throughput may be reduced, and End-user Service may be otherwise limited or terminated at any time without notice. Except in the case of fraudulent or suspicious activity, or activity posing imminent risk to T-Mobile or Customer, T-Mobile will make reasonable efforts to notify Customer prior to termination of End-user Service. Customer is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with End-user Devices. Billing of roaming charges, data usage and minutes of use or Services may be delayed or applied against included data allotments, minutes or Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated data, minutes or Services in a particular billing cycle. Customer may request that T-Mobile block a Master Account line of Service from placing international calls ("**International Dialing Block**") by calling Business Customer Care or by Email at Businesscare@t-mobilesupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. Customer and its End-users must familiarize themselves with how to access these services before using the Devices for international roaming.

10. Lost/Stolen Devices. If Customer's Device is lost or stolen ("**Lost Device**"), Customer must (a) promptly notify T-Mobile and T-Mobile will suspend Service for the Lost Device; and (b) provide T-Mobile with reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Device is stolen) within fourteen (14) days. Once Customer notifies T-Mobile that Customer's Device is lost or stolen ("**Lost Device**"), T-Mobile will suspend Customer's Service and Customer will not be responsible for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees, and surcharges. If Customer completes the above requirements, Customer will not be liable for additional usage Charges

incurred in excess of Customer's Rate Plan Charges, applicable taxes, fees and surcharges. If Customer purchased a Device through T-Mobile's EIP Program, Customer remains obligated for the total payments due on the Device. If Charges are incurred before Customer notifies T-Mobile, Customer is not liable for unauthorized Charges. However, the fact that Customer's Device was used is some evidence of authorization. Customer may request that T-Mobile investigate Charges Customer believes to be unauthorized. T-Mobile may ask Customer to provide information to support Customer's request. If T-Mobile determines the Charges were unauthorized, T-Mobile will credit Customer's account. If T-Mobile determines the Charges were authorized, T-Mobile will inform Customer within thirty (30) days and Customer will be responsible for all Charges incurred. If Customer requests that the Service not be suspended on the Lost Device, Customer will remain responsible for all Charges incurred under that specific line of Service. T-Mobile may prevent a lost or stolen Device from registering on T-Mobile's and other networks.

11. Service Cancellation, Exchange, and Returns. Customer may cancel a new line of Service within thirty (30) days of activation ("**Cancellation Period**") by contacting T-Mobile and returning any Device(s) Customer purchased with Service in Like New condition (defined below). Customer may exchange or return a Device within 30-days from the Device or accessory purchase date ("**Return Period**"). Only Like New Devices returned with proof of purchase to Customer's T-Mobile account representative or team, or the location from which the Device was purchased within the Cancellation or Return Period are eligible for a refund of the purchase price. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require Customer to return all items received with the Device and could cause Customer to become ineligible for promotional discounts. Certain accessories, such as earpieces, may not be refunded or exchanged in some jurisdictions. A "**Like New Device**" is a Device purchased from T-Mobile, in its original packaging with all contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by T-Mobile in its sole discretion. Even if Customer cancels Service and/or returns any Device as provided herein, Customer must pay all Service and usage Charges incurred thru the end of the return date. If Customer attempts to cancel Service, but does not return the applicable Device or if such Device is returned in a damaged, altered or destroyed condition or is locked with software or otherwise unusable, T-Mobile may take one or more of the following actions: (i) prevent such Device from working on any network; (ii) charge subsidy term repayment fee (if such line of service is subject to a subsidy term as set forth in the SOW, Subsection 1.4.1, paragraph 6e); (iii) elect not to process service cancellation; or (iv) charge such Customer the suggested retail price or the cost to repair the applicable Device, (which may be greater than the price paid for such Device), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 11 will not apply to Customers who purchase Device(s) through T-Mobile's EIP or a T-Mobile leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Devices.

12. Third Party Equipment. If Customer uses third party equipment, handsets or devices that are not provided to Customer directly by T-Mobile ("**Third-Party Equipment**") with the Service, Customer acknowledges and agrees: (a) T-Mobile will not accept any returns of the Third Party Equipment; (b) Customer and its End-users use the Third-Party Equipment at Customer's own risk and T-Mobile provides no warranty of any kind on the Third-Party Equipment; (c) T-Mobile will not offer or provide Customer Care services for the Third-Party Equipment; (d) the Third-Party Equipment may not function properly with the Service or applicable network; and (e) Customer will be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module ("**SIM**"). T-Mobile disclaims all liability for Use of Third-Party Equipment in accordance with Section 9 of the Agreement. In the event that T-Mobile certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply. Customer is responsible for any impairment, interference, or harm caused by Third-Party Equipment.

13. Third Party Products. Customer can purchase services and products ("**Third Party Products**") using its Devices, and charges for these purchases may be included in Customer's Master Account invoice. Customer may block purchases of Third Party Products by emailing T-Mobile at businesscare@t-mobilesupport.com, or contacting Customer Care at (800) 375-1126. Customer's download of Third Party Products is at its own risk. Unless otherwise stated, any support questions for Third Party Products should be directed to the third-party seller identified at the point of purchase. Some Third Party Products may require Customer's agreement to a license or other terms with the third party. Some Devices or Third Party Products may contact the Network without Customer's knowledge, which may result in additional Charges, such as while roaming internationally. To use, download, or install Third Party Products that Customer purchases from T-Mobile, the Third Party Products are licensed to Customer by T-Mobile and may be subject to additional license terms between Customer and the creator/owner of the Third Party Products. Whether purchased from

T-Mobile or a third-party seller, any Third Party Products Customer purchases are licensed for personal, lawful, non-commercial use on End-user's Device only. Customer may not transfer, copy, or reverse engineer any Third Party Products, or alter, disable or circumvent any digital rights management security features embedded in the Third Party Products. Customer may refer to T-Mobile's Privacy Policy as well as the Third Party Products creator or owner's privacy policy for information regarding the collection, use and retention of information collected when a End-user downloads, installs, or uses any Third Party Products. If Customer or Customer's End -users choose to download, access, or otherwise use Location Based Services ("**LBS**"), including Third Party Products, Customer agrees that any access, use, or disclosure of location information of Customer or Customer's End-users is governed by the terms and conditions set forth by the LBS provider, including the LBS provider's privacy policy. Customer is solely responsible for determining its obligations under and ensuring its compliance with applicable laws and regulations governing the use of LBS or requiring notice or consent, including but not limited to requirements under the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.). Customer further acknowledges that (i) T-Mobile is not responsible for notifying End-users using Customer lines upon which Customer or Customer's End-users has enabled LBS that End-user location information may be accessed, used or disclosed in connection with LBS and (ii) such use may require notification by Customer to its End-users. **911 calls.** Calls to 911 from a TTY (teletype device) will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If End-users cannot make a voice call to 911, T-Mobile recommends that End-users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

14. Additional Terms for Plans and Other Features. The following terms apply to Customer's Master Account data plans.

14.1 Permissible and Prohibited Uses. Customer's data plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Devices are permitted and others are not. If Customer buys, leases, or finances a Device manufactured for use on the Network, Customer agrees that it intends it to be activated on our Service and Customer will not resell or modify the Device, or assist anyone doing so. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging; (d) email; (e) streaming music; and (f) Tethering a Device to other non-harmful devices pursuant to the terms and conditions and allotments the associated Rate Plan. Examples of prohibited uses include but are not limited to: (aa) except for a T-Mobile provided equipment, using a repeater or signal booster; (bb) compromising Network security or capacity, degrading Network performance, use of malicious software or "malware", hindering other customers' access to the Network, or otherwise adversely impacting Network service levels or legitimate data flows; (cc) using applications which automatically consume unreasonable amounts of available Network capacity; (dd) using applications which degrade network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (ff) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (gg) unauthorized reprogramming or "unlocking" of a Device's software programming lock; (hh) tampering with, reprogramming, altering, or otherwise modifying Customer's Devices to circumvent any of T-Mobile's policies or violate anyone's intellectual property rights; (ii) causing harm or adversely affects T-Mobile, the Network, T-Mobile customers, employees, business, or any other person; and (jj) causing T-Mobile to violate applicable laws and regulations. T-Mobile reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed above or if T-Mobile, in its sole discretion, determines action is necessary to protect the Network from harm or degradation.

14.2 Protective Measures. T-Mobile engineers our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible T-Mobile customers and to minimize capacity issues and degradation in Network performance, T-Mobile may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data customers who use the highest amount of data below that of other customers in times and locations where there are competing customer demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a customer whose data is de-prioritized will notice

little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. T-Mobile constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. See www.T-Mobile.com/OpenInternet for details and for current data amount subject to this practice.

14.3 Service Limitations, Connectivity and International Use. Customer acknowledges and agrees that a End-user's use of any Wi-Fi network is permissible ***and that Customer (and not T-Mobile) is solely responsible for all charges associated with a Master Account End-user's use of the Service.*** Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* over Wi-Fi are $.25/min (no charge for Wi-Fi calls to US, Mexico and Canada). Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Customer will pay for all internet access charges incurred by Master Account End-users. (*Except as indicated in this Agreement, T-Mobile offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at T-Mobile's sole discretion. Visit www.t-mobile.com/coverage/roaming.)

14.4 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Customer agrees and will inform all Master Account End-users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by T-Mobile, or may not work at all. Customer agrees to review all terms and conditions of such third-party products**. T-Mobile is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Customer's ability to receive emergency services may be impeded. T-**Mobile cannot assure Customer that if Customer places a 911 call or text Customer will be found.

14.5 Emergency Alerts. T-Mobile has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit: www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

T-Mobile may use a variety of information and methods to determine the location of a 9-1-1 call, including T-Mobile's GSM wireless Network if available in a End-user's location, or the location of a End-user's Primary Address. Even with this information, Customer acknowledges that an emergency operator may not be able to receive or use the address information (or a End-user's phone number) to locate the End-user in order to provide emergency services. If a End-user dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Customer is required to provide T-Mobile with a valid address for the location at which Customer's Master Account End-users primarily use Wi-Fi Calling ("**Primary Address**"). If Customer does not provide T-Mobile with a Primary Address, T-Mobile may block End-users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Customer will register the new address with T-Mobile. T-Mobile assumes no responsibility for securing the Primary Address. When End-users use Wi-Fi Calling Service away from the Primary Address, T-Mobile may have no or very limited information about the End-user's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the End-user's call and the End-user's location; or (iii) a End-user's 9-1-1 call being routed to an emergency response center, which will ask the End-user for the End-user's location and use that information to route the call to a public safety agency.

14.6 Text-to-911: Text to 9-1-1 may be available in some locations where T-Mobile Service is provided and is dependent on the public safety agency's ability to receive text messaging. T-Mobile recommends that Customer uses voice communications as its primary method of contacting 9-1-1.

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("**VoLTE**"). If End-users cannot make a voice call to 911, T-Mobile recommends that End-users use an internet-based

Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("**RTT**") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

14.7 911 Access: 911 services are made possible by state and local governments. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Customer's End-users must be prepared to provide information about where the End-user(s) are located. In some cases, 911 communications center operators may not know the End-user's phone number or have information about that End-user's location. Other third-party entities are involved in connecting a 911 call and T-Mobile does not determine the public safety agency to which the 911 call is routed. If Customer is porting a phone number to or from T-Mobile, T-Mobile may not be able to provide Customer with some Services, such as 911 location services, while the port is in process. If any End-user is outside the U.S., such End-user may have to dial a different number than 911 to call emergency services.

14.8 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, ("**Wi-Fi Calling**"), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Customer must provide T-Mobile with the primary street address at which the Wi-Fi Calling service will be used ("**Registered Location**"). If Customer's End-users call 911 over Wi-Fi, T-Mobile will provide Customer's Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a End-user. Customer agrees to update its Registered Location if Customer's End-users use Wi-Fi service at a different location. Customer can update its Registered Location by contacting T-Mobile Customer Care.

14.9 Location Based Services. If Customer downloads or accesses location based services through wireless Services and Products ("**Location Based Services**"), Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Products pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its End-users using Customer lines upon which Customer has enabled Location Based Services that End-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of End-users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and any other applicable laws.

15. Network Security. T-Mobile has the right, but not the obligation, to monitor and inspect all network traffic to and from Customer to protect Customer, T-Mobile's network, and others using the Service from communications that pose a security threat. Customer agrees that T-Mobile's exercise or non-exercise of this right will not result in a breach of this contract and that Customer will not initiate any legal action related to the exercise or non-exercise of this right, or any action or inaction by T-Mobile based on that monitoring and inspection activity.

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

ITN NO: DMS-19/20-006 MOBILE COMMUNICATION SERVICES (MCS-2)

REQUEST FOR BEST AND FINAL OFFER

DUE: May 14, 2021 BY 11:59 PM ET

INTRODUCTION

Pursuant to the Mobile Communication Services ITN Sections 4.4.3., Revised Replies and Best and Final Offers, and 4.4.4, Other Department Rights During Negotiations, the Department requests a Best and Final Offer. Please submit the Best and Final Offer by 11:59 PM ET on May 14, 2021, to the Procurement Officer, Caitlen Boles, at Caitlen.Boles@dms.fl.gov

Respondents must email the Best and Final Offer with files attached as a .pdf or in their native format (.docx or .xlsx where applicable) to the Procurement Officer. If the Best and Final Offer exceeds the file limit to submit via email, the Respondent must submit its Best and Final Offer on a thumb drive to the Procurement Officer by the above-stated deadline.

Best and Final Offers are expressly understood to be for the provision of services and features with no minimum guaranteed purchase of services or features.

All revisions made by the Department to the attachments provided with this Request for Best and Final Offer are reflected in track changes; track changes reflect changes made to the original documents posted with the ITN, and as modified by Addendum No. 2. Any Respondent-proposed edits not reflected in the attachments were deemed not acceptable to the Department. Do not make any changes, revisions, exceptions, or deviations to the Department's language in the provided documents.

BEST AND FINAL OFFER SUBMISSION

The Best and Final Offer must include the following requested documents:

A. ATTACHMENT A – FINAL STATEMENT OF WORK

Please submit a response to each subsection in Attachment A – Final Statement of Work where a response is requested, including Section 4 Public Safety if the Respondent is proposing public safety services. Identify all modifications and/or revisions, if any, to the responses provided in the Statement of Work from Respondent's initial ITN Reply via track changes.

B. ATTACHMENT B – FINAL CONTRACT

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment B – Final Contract, as is; ***do not make any changes, revisions, exceptions, or deviations.***

C. ATTACHMENT C – FINAL SERVICE LEVEL AGREEMENTS

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment C – Final Service Level Agreements, as is; ***do not make any changes, revisions, exceptions, or deviations***.

D. FINAL VENDOR'S DEVICE LIST AND VENDOR'S SERVICES AND DISCOUNTS PRICING (EUPL)

Please submit Vendor's Device List and Vendor's Services and Discounts Pricing. If the Respondent is proposing public safety plans and devices, these shall be included within these documents.

The Respondent is required to submit a Vendor's Device List and Vendor's Services and Discounts Pricing that includes the Respondent's best pricing for the Department's consideration based on the revisions contained in the Request for Best and Final Offer and attachments. Given these revisions made by the Department, the Department is anticipating reductions in the Respondent's pricing.

The Vendor's Device List and Vendor's Services and Discounts Pricing must comply with ITN Section 3.10, Respondent's Pricing. Pricing in either document shall not include State of Florida and Federal Taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

E. WIRELESS SERVICE GUIDES

Please submit the Additional Terms for Master Account Wireless Services (formerly submitted as Attachment G) with the terms agreed upon in negotiations. If awarded a contract, the intent is for the terms to be incorporated into the EUPL.

F. EXHIBIT H - T-MOBILE ADDITIONAL TERMS AND CONDITIONS

By submitting a Best and Final Offer, the Respondent confirms acceptance of Exhibit H – T-Mobile Additional Terms and Conditions, as is; ***do not make any changes, revisions, exceptions, or deviations.***

SUPPLEMENTAL INFORMATION

The Best and Final Offer shall constitute the Respondent's final Reply to this ITN and should be reflective of all terms and conditions applicable to the Respondent's proposed services.

Should the Respondent's BAFO response contain website references, that are external to the documents, the information referenced on the website should be provided in the BAFO response. However, if the information has been previously supplied to the negotiation team in the information request in January and no changes have been made, it is not necessary to resubmit.

The Respondent is under no obligation to submit a Best and Final Offer; however, the Respondent will no longer be considered for an award if the Department does not receive a Best and Final Offer.

By the submission of its Best and Final Offer, the Respondent certifies that, if awarded a Contract, it will comply with all terms and conditions found in the aforementioned documents included with this Request for Best and Final Offer.

REDACTED COPY

If the Respondent considers any portion of the documents, data, or records submitted to the Department to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Respondent must provide the Department with a separate, electronic redacted copy of the Best and Final Offer in accordance with Section 3.8 of the ITN.

STATE OF FLORIDA EMPLOYEE DISCOUNTS

If the Respondent intends to offer any discounted pricing to State of Florida employees (including state agencies, OEUs, or their retirees), please provide the discount percentage in the Best and Final Offer.

Please note that the decision to offer discounted rates is wholly within the Respondent's discretion and will NOT be considered as part of the State's best value determination (see ITN Section 4.5, Final Selection and Notice of Intent to Award Contract).

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

INVITATION TO NEGOTIATE

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-9226312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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Attachments:

Attachment A – Statement of Work
Attachment B – Draft Contract
Attachment C – Service Level Agreements
Attachment D – Business Case
Attachment E – Definitions and Acronyms

Forms:

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FORM 2 – NOTICE OF CONFLICT OF INTEREST
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FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS
FORM 6 – BUSINESS EXPERIENCE

SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida (State), Department of Management Services (Department or DMS) is seeking to establish, through this Invitation to Negotiate (ITN), a contract or contracts (Contract) for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, collectively referred to herein as Mobile Communication Services (MCS). MCS is part of the DMS SUNCOM group of contracts providing voice and data services to SUNCOM Customers. The Department intends to award multiple Contracts but reserves the right to award to one Respondent or to make no award.

The resulting Contract(s), if any, will be used by State agencies and other authorized entities, collectively referred to as "Customers," in accordance with Chapter 282, Florida Statutes.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent" include the plural when applicable.

1.2 Background

Prior to issuance of this solicitation, the Department contracted with a private vendor to assist in the development of a business case for MCS, in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of MCS and recommended that the Department issue an ITN for the services. That Mobile Communication Services Business Case is attached to this procurement as Attachment D – Business Case for background informational purposes only and does not contain specifications for this solicitation.

The Department has estimated that the annual total enterprise expenditures on the Contract resulting from this solicitation will be approximately $85 million. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual, guaranteed, or minimum spend under any new Contract.

1.3 Term

The term of the Contract will be five (5) years. Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part for up to five (5) additional years. Renewals are contingent upon satisfactory performance evaluations by the Department and are subject to the availability of funds (see section 287.057(13), Florida Statutes).

1.4 Questions Being Explored

a) What is the best model for delivery of cost-efficient and high-quality MCS, including nationwide coverage?
b) What service options meet a variety of Customer needs?
c) How we the Department maintain competitive pricing throughout the initial and renewal year of the Contract?
d) What is the best model for the Department to achieve the objectives state in Attachment A – Statement of Work (SOW), Subsection 1.3?

1.5 Goals of the ITN

The goals of this ITN are to establish:

a) The delivery of cost-efficient and high-quality MCS, including nationwide coverage;
b) Service options to meet a variety of Customers' needs;

c) Competitive pricing throughout the initial and any renewal years of the Contract; and
d) The objectives stated in Attachment A - Statement of Work (SOW), Subsection 1.3.

1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.fl.gov. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the Procurement Officer in writing by email.

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: dms.purchasing@dms.myflorida.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, of this ITN for more information on confidential information.)

Any contact with the Department by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

1.8 Timeline of Events

The table below contains the anticipated Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check the VBS for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 9, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 23, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	3:00 PM	November 23, 2020
Anticipated Evaluations Phase.		December 1, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting contractual services under section 287.057(1)(c), Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all Responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of Replies reasonably susceptible of award. The Department then selects one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations between the Department and one or more Respondents whose evaluated Replies were determined to be within the competitive range, in accordance with this ITN. During this phase, the Department may request revised Replies and best and final offers (BAFOs) based on the negotiations.

Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award Contract(s), identifying the responsive and responsible vendor(s) that provide the best value to the State based on the selection criteria set forth in Subsection 4.5, Final Selection and Notice of Intent to Award Contract, of the ITN.

Any reservation or listing of reservations of the Department's rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement.

2.2 Questions and Answers

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in Subsection 1.8, Timeline of Events.

The Department requests that all questions have the solicitation number in the subject line of the email and be submitted in the following format:

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.3 Addenda to the Solicitation

The Department reserves the right to modify this solicitation by issuing addenda posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

2.4 Receipt of Replies

2.4.1 Reply Deadline

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in Subsection 1.8, Timeline of Events, of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.1X
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondents, and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

2.4.2 Clarifications to Replies

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

2.5 Respondent Firm Offer

The Department may enter into a Contract within three hundred and sixty-five (365) calendar days after the date the Notice of Intent to Award is posted, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred and sixty-five (365) days, the Replies shall remain firm until either the Contract is executed or the Department receives from a Respondent written notice that the Reply is withdrawn.

SECTION 3. GENERAL INSTRUCTIONS

3.1 General Instructions to Respondents (PUR 1001 Form)

The PUR 1001 Form, General Instructions to Respondents, is incorporated by reference into this solicitation but is superseded to the extent set forth herein. The form can be accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

Sections 3, 5, 9, and 14 of the PUR 1001 Form are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Offers
Replies shall be submitted in accordance with Subsection 3.5, How to Submit a Reply.

Section 5. Questions
Submit questions in accordance with Subsection 2.2, Questions and Answers.

Section 9. Respondent's Representation and Authorization.
In submitting a Reply, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery,

collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
    - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees, against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.

Section 14 – Firm Response
The offer will be held firm in accordance with Subsection 2.5, Respondent Firm Offer.

3.2 MFMP Registration

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: https://Respondent.myfloridamarketplace.com/.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Subsection 3.7, MyFloridaMarketPlace Transaction Fee, of Attachment B - Draft

Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

A State of Florida contractor ***must*** have registered and completed an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9.

For instructions on how to complete the Florida Substitute Form W-9, please visit: http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

3.4 Website References

Respondents should not incorporate or reference dynamic links that are external to the Reply documents. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

3.5 How to Submit a Reply

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed package containing the following:

3.5.1 One (1) hard copy of a cover letter as specified in Section 3.7, Contents of Reply.

3.5.2 One (1) electronic Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Files are to be organized in accordance with Section 3.7, Contents of Reply. The Vendor's Device List; Vendor's Services and Discounts Pricing; and Vendor's Services and Discounts Pricing, Public Safety (if submitting), should be submitted in either Adobe (.pdf) or Microsoft Excel.

3.5.3 If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive (CD/DVD format is also acceptable), as described in Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, of this ITN. Large files should be scanned as separate files.

All electronic documents are to be searchable to the fullest extent practicable.

Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer name.

Submit Replies to the Procurement Officer at the address listed in Subsection 1.7, Procurement Officer.

Prepare Replies simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Reply should be on completeness and clarity of content.

Replies that are not timely submitted with all required information may be deemed nonresponsive. The risk of submitting a blank or unreadable USB flash drive or CD/DVD rests with the Respondent.

3.6 Mandatory Responsiveness Requirements

The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below. Responses to the SOW will be scored at the evaluation phase. Responses to the SOW and evaluator scores will not be used to determine the responsiveness of the Replies.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State.

3.6.1 The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

The certifications required in Subsections 3.6.2 through 3.6.4 must be accomplished through the execution of Form 5, Mandatory Responsiveness Requirements, below. A Reply will be deemed nonresponsive if it fails to contain a signed Form 5.

3.6.2 The Respondent must certify that it is in compliance with Subsection 3.1, General Instructions to Respondents (PUR 1001 Form), of this ITN.

3.6.3 The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.

3.6.4 The Respondent must certify that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.

3.6.5 The Respondent must certify that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org

3.7 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the sections of the Reply in one (1) sealed package to the Procurement Officer, organized as follows:

1. **A cover letter on the Respondent's letterhead with the following information:**

   a. Company name and physical address;
   b. Primary location from where the work will be performed;

c. Contact information for primary point of contact, including phone number and email address; and
d. Federal Employer Identification (FEID) Number.

2. **Completed forms:**

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 6 – BUSINESS EXPERIENCE

3. **Mandatory Responsiveness Requirements**:

A signed FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS.

4. **Respondent's Reply to the Statement of Work (Technical Reply)**
Respondent will provide a response to each subsection in the SOW, where it is requested, by either inserting a narrative in the response blocks below the text of the numbered subsection (preferred method) or by attaching a narrative with a reference to the corresponding SOW subsection.

Note: It is the Respondent's responsibility to ensure responses are properly aligned with the corresponding SOW sections. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the SOW subsections. See also Subsection 1.1, Instructions for Response Blocks, of the SOW regarding SOW Reply instructions.

Provide responses to the SOW in a font color for narrative that is different than the SOW font color.

5. **Respondent's Experience Reply**
Respondent will provide an Experience Reply that provides all the information required by this section.

The Respondent will supply a brief narrative of Respondent's prior relevant experience and ability to provide the proposed Wireless Voice Services (WVS) and Wireless Data Services (WDS) described in Attachment A – Statement of Work, including, at a minimum, a description of:

a. Respondent's market penetration for WVS and WDS services.
b. Respondent's experience providing services of similar scope to other public sector clients comparable to the State of Florida.
c. Respondent's experience supporting devices and software systems of different manufacturers. List similar or like systems the Respondent has supported in the last three (3) years.
d. Respondent's experience providing Highly-available, Highly-reliable telecommunications infrastructures and services.

e. Respondent's experience providing sufficient staffing levels, local staffing, and a quality staff driven to proactively address issues.
f. Proposed Key Staff – given the requirements in Sections 2.2 through 2.7 of Attachment A, Statement of Work:
   i. Describe in detail the proposed offering for key staff positions, addressing the minimum requirements listed in the Statement of Work.
   ii. Provide resumes for all persons being proposed for the key staff positions.
   iii. Provide a proposed Staffing Organizational Chart, including all staff (both key staff and non-key staff) that are anticipated to be assigned to the Contract, including names and titles (full-time and part-time).
   iv. Describe the proposed Customer Support Team model, including staffing levels, minimum qualifications, and average years of experience of the proposed team.

6. Letter of Bondability

A letter signed on or after October 1, 2020, from a surety company or bonding agent authorized to do business in the State and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least five hundred thousand dollars ($500,000). For additional information see Section 16, Performance Bond, of Attachment B – Draft Contract.

7. Pricing and Devices

Submit the following items in one (1) separate electronic file folder:

- Vendor's Services and Discounts Pricing
- Vendor's Services and Discounts Pricing, Public Safety, if the Respondent is proposing to provide services in accordance with SOW Section 4, Public Safety Service Plans and Devices
- Vendor's Device List

Note: The items submitted in this Pricing and Devices portion will not be evaluated or scored by the Department during the evaluation phase of the ITN, nor will these items be used to determine vendor responsiveness. The Department intends for these items to be utilized by the negotiation team to establish a baseline for service and pricing discussions with Respondents during the negotiation phase of the ITN.

3.8 Public Records, Respondent's Confidential Information, and Redacted Replies

The following subsections supplement Section 19, Public Records, of the PUR 1001 Form, General Instructions to Respondents. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.** However, no portion of a Reply will be produced in response to a public records request until such time as the Department provides notice of an intended decision with regard to this ITN or until thirty (30) days after opening the final Replies, whichever is earlier (see Section 3.8.3, Public Inspection, below, for additional information).

3.8.1 Electronic and Written Communications

Unless exempted by law, all electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's broad Public Records Law, found in Chapter 119, Florida Statutes.

3.8.2 Replies

Unless exempted by law, all materials submitted as part of a Reply to this ITN will become a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.8.3 Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Chapter 119, Florida Statutes. As noted above, a time-limited exemption from public inspection is provided for the contents of Replies pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection, unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, below. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.8.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or other applicable law, or otherwise confidential under Florida or federal law, in order to preserve the confidentiality of the material, the Respondent must clearly designate, in writing, that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of the Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

The redacted copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

Negotiation Meetings. If the Respondent is invited to negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions that include references to materials and/or information the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to

disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

3.8.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as confidential, or fails to submit a redacted copy as provided in this section, or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of the Respondent's documents, data, or records or the Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent 's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

3.8.6 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redacted material is exempt from inspection and copying under the Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply or portions of the negotiation sessions are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.9 Additional Information

By submitting a Reply, the Respondent certifies that it agrees to all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

3.10 Respondent's Pricing

Respondents are to submit pricing at the time of their Reply. Pricing should be submitted as if the terms and conditions of Attachment B – Draft Contract are final. There is no guaranteed minimum spend from the Department or the Customers. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are in accordance with the SOW.

If the proposed pricing includes services outside of the scope of the Contract, those services will not become part of the Contract and will neither be included in CSAB nor be offered to Customers.

Pricing must be uniform with no variation for geographic location of service delivery.

Respondents are encouraged to provide the best possible pricing at all times. Pricing submitted will be considered pricing for the initial and any renewal periods.

Respondents' proposed pricing is inclusive of all government sanctioned surcharges and fees (as provided in the SOW, Subsection 5.6, Taxes and Government Sanctioned Fees) necessary to deliver the proposed services, unless otherwise separately identified in the Reply. The only additional costs permitted will be reasonable costs for expedited orders.

3.10.1 Vendor's Device List

The Respondent should submit a Vendor's Device List of the Respondent's proposed devices and pricing, which will become part of the final Contract, as modified during negotiations. The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices and/or features provided at no cost should be identified as $0.00. If the Respondent is proposing Public Safety services and devices, the Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the Reply is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1) Smartphones
   a. Operating system, camera, removable memory, hearing aid compatibility, mode, and other features.
   b. At least one unlocked iPhone and one unlocked Android smartphone.
2) Air Cards and hotspots
   a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3) Tablets
   a. Operating system, camera, removable memory, and other features.
4) Basic Phones
   a. At least one basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5) Accessories
   a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6) Public Safety Wearables

3.10.2 Vendor's Services and Discount Pricing

The Respondent should submit services and discount pricing, which will become part of the final Contract, as modified during negotiations. If bidding on the public safety portion of this procurement, the Respondent should also submit public safety-specific pricing. Respondents may mirror the formats of existing End User Price Lists (EUPLs), also referred to as User Rates, or create their own. The current EUPLs can be found on this DMS website: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services. Respondent's should state prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The Services and Discounts Pricing should include the following, at a minimum:

1) Non-pooled Plans

a. Pricing and details of all non-pooled plans, which may include:
   i. Voice per minute rate plans: usage based, limited
   ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
   iii. Messaging plans: limited and unlimited
   iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.
   i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.
   ii. Description of billing for calls directly dialing or receiving from the same carrier.
   iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
   iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2) Pooled Plans

a. Pricing and details of all pooled plans, which may include:
   i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:
   i. how the minutes are aggregated and credits are applied;
   ii. how a Customer can have more than one pool;
   iii. rollover minutes;
   iv. pool limitations, e.g., limits to the number of users; and
   v. included features, such as call waiting.

3) Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:
   i. Standalone push-to-talk and add-on push-to-talk plans.
   ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

iii. Description of services included in the monthly recurring costs and included features
1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.
2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4) Machine-to-Machine

a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.

b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs and included features.
i. Detail how measured usage is billed.
ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

5) Discounts

a. All proposed discounts off accessories and devices.

b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
i. Describe any additional proposed discounts, such as 100% discount off activation fees.
ii. Specific pricing for devices should be listed in the Vendor's Device List.

6) Additional Features, Fees, and Other Items

a. Respondents may describe and detail any additional offerings that are contemplated within the SOW.
i. These shall include surcharges and fees (see SOW Section 5.6, Taxes and Government Sanctioned Fees).
ii. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
iii. Respondents may also suggest tiered pricing.
iv. Where applicable, Respondents should detail the plan name and type, monthly recurring cost, etc.

b. There will be no activation fees for services and devices purchased off the Contract. Current MCS contracts do not allow activation fees for services and devices.

SECTION 4. SELECTION METHODOLOGY

4.1 Responsiveness and Responsibility

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation (see section

287.012, Florida Statutes). The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated.

The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

4.2 Evaluation Process – General Overview

The Department will appoint an evaluation team for the evaluation and scoring of the Responsive Replies for the evaluation phase. Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

The evaluators will score Replies against the evaluation criteria set forth in subsection 4.3, Evaluation of the Reply, in order to establish a competitive range of Replies reasonably susceptible of award. The Evaluation Summary Score Sheet Table, to be used by the Department to calculate evaluation scores, provides for the SOW sections that will be scored and the relative weights given to the scored sections.

See subsection 4.4, Negotiations, for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements will be evaluated as described in section 4, Selection Methodology.

4.3 Evaluation of the Reply

The evaluators will independently review and evaluate the Responsive Replies. Using the assessment scale below, the evaluators will assign scores zero (0) to four (4) based on the quality of each section of the Reply to the SOW. In determining the quality of a Reply, the evaluators will use the following guiding questions:

- How well does the Reply demonstrate an understanding of the services requested?
- How well does the Reply demonstrate the Respondent's ability to provide the services requested?
- How well does the Reply address the requested services?

Assessment	Evaluator Score
Unacceptable	0
Poor	1
Adequate	2
Good	3
Exceptional	4

4.3.1 Scoring

Scoring, for purposes of determining the competitive range, will be a total of the evaluator's weighted scores for each Respondent for all scored sections of the SOW.

The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score, based on the raw scores given by the Evaluation Team members while evaluating the Respondent's Reply.

The Raw Points scored for each section, by each evaluator, will be averaged together and then multiplied by the Weight Factor in the table below for each section. This calculation will render the Respondent's Weighted Scores for each section. The Respondent's Weighted Scores for each section will be added together to determine the Respondent's Final Weighted Score.

EVALUATION SUMMARY SCORE SHEET					
Section	**Maximum Possible Raw Score**		**Weight Factor**		**Maximum Possible Weighted Score**
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					**3,800**

For additional instructions for replying to the SOW, see SOW subsection 1.1. For selection methodology, scoring, and weighting, see this ITN section 4, Selection Methodology.

4.3.2 Other Department Rights for Evaluation

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a Responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

4.4 Negotiations

4.4.1 Negotiations Process – General Overview

After the evaluation of Replies based on the criteria identified above, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one (1) or more Respondents within the competitive range to commence negotiations.

The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by evaluator scoring but may use the evaluator scoring as a reference tool during the negotiation process.

The Department will require the Respondent(s) to provide the Vendor's Services and Discounts Pricing; Vendor's Services and Discounts Pricing, Public Safety (if proposing public safety services); and Vendors Device List if they were not originally included in the Respondent's Reply.

All pricing submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the negotiation team.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Department may require additional technical detail, diagrams, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiations and negotiation team strategy meetings will be subject to the provisions of section 286.0113, Florida Statutes.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The Department reserves the right to schedule in-person negotiations at a different location in the State. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time and proceed to Contract award.

4.4.2 Respondent Attendance at Negotiations

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

4.4.3 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied

that it has achieved the best value for the State. Failure to provide information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

4.4.4 Other Department Rights During Negotiations

The Department has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions.

The Department reserves the right at any time during the negotiation process to**:**

a) Schedule additional negotiation sessions with any or all Respondents.
b) Require any or all Respondents to provide additional, revised, or final written Replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, or business references.
c) Require any or all Respondents to provide revised Replies and written BAFO(s).
d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
e) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written Replies or request for BAFOs.
f) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
g) Finalize Contract terms and conditions with any Respondent at any time.
h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
i) Conclude negotiations at any time and proceed to Contract award.
j) Re-open negotiations with any responsive Respondent.
k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
m) Review and rely on relevant information contained in the Replies.
n) Request pricing options different from the initial pricing provided by the Respondent. This information may be used in negotiations.
o) Request business references and materials related to a reference check.
p) Contact Respondent's Customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

4.4.5 Negotiation Meetings Not Open to Public

In accordance with section 286.0113, Florida Statutes, negotiations between the Department and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State

Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

The Department will record all meetings of the negotiation team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Department can make appropriate arrangements for the segregation of the recording.

4.5 Final Selection and Notice of Intent to Award Contract

4.5.1 Award Selection

Contract(s) will be awarded, if any award is made, to the responsive and responsible vendor(s) whose BAFO is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

4.5.2 Selection Criteria

The following award selection criteria will apply for this ITN:

a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.5, Goals of the ITN, and SOW subsection 1.3, MCS Objectives;
c) The Respondent's ability and approach to providing the services and associated devices sought in the SOW;
d) The Respondent's pricing.

4.5.3 Department's Negotiation Team Recommendation

The Department's negotiation team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
- Award a contract to one (1) or more Respondents, or no Respondents at all, for all or part of the work contemplated by this solicitation.
- Select one (1) or more Respondents by type of service, geographic area, and/or both.
- Award contracts for less than the entire geographic area.
- Award and contract with other Responsive Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the solicitation and make no award.

5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one (1) or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Replies, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.3 Other Reserved Rights

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its Notice of Intent to Award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

5.4 No Contract until Execution

A Notice of Intent to Award under this ITN shall not constitute or form any contract between the Department and a Respondent. No contract shall be formed until such time as a Respondent and the Department formally execute a contract with requisite written signatures.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FORM 1 – CONTACT INFORMATION

	For solicitation purposes, the Respondent's contact person will be:	Should the Respondent be awarded the Contract, the Account Manager's contact information will be:
Name		
Title		
Company Name		
Address		
Telephone		
Fax		
E-mail		
FEID #		

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors, or agents and are currently employees of the State of Florida or one of its agencies:

_____ _____

_____ _____

_____ _____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____ _____

_____ _____

_____ _____

_____ _____

Name of Respondent's Organization Signature of Authorized Representative and Date

_____

Print Name

FORM 3 - NON-COLLUSION STATEMENT

I state that I _____ of _____,
(Name and Title) (Name of Respondent)

am authorized to make this statement on behalf of my firm and its owner, directors, and officers. I am the person responsible in my firm for the price(s) and amount(s) submitted in response to this ITN and the preparation of the Reply. I state that:

1. The price(s) and amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, will be arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent.

2. Neither the price(s) nor the amount(s) submitted in response to this ITN, and neither the approximate price(s) nor approximate amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, have been or will be disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply to this ITN, or to submit prices higher than the prices submitted in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.

4. The Reply of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Respondent)

   are not currently under investigation by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to a bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Reply is submitted. I understand, and my firm understands, that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this _____ day of _____

Name of Respondent: _____

Signed by: _____

Print Name _____

FORM 4 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (see below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

Section 287.057(17)(c), Florida Statutes: A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.

Name of Respondent's Organization	Signature of Authorized Representative and Date
	Print Name

FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS

The Respondent certifies that it is in compliance with Subsection 3.1, General Instructions to Vendors (PUR 1001 Form).
The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.
The Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
The Respondent certifies that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org
The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Mandatory Responsiveness Requirements listed above.

_____
Name of Respondent's Organization

_____
Printed Name of Organization's Authorized Representative

_____ _____
Signature of Organization's Authorized Representative Date

FORM 6 - BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate experience in providing the same or similar services sought in this procurement.

The experience cannot be from:

a. Current employees of DMS.
b. Former employees of DMS within the past three (3) years.
c. Persons currently or formerly employed by the Respondent's organization.
d. Board members of the Respondent's organization.
e. Relatives.
f. Corporations based solely in a foreign country.
g. Any person involved in the drafting of this ITN or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. The Department may also solely rely on the information stated below without contacting the entities state below.

Information	**Experience #1**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #2**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	

Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #3**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ATTACHMENT A – STATEMENT OF WORK

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

INVITATION TO NEGOTIATE

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

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1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as "Service Level Agreements" or "SLAs") are specified on Attachment C – Service Level Agreements.

The intent of this procurement is to establish one (1) or more multi-year Contract(s) that meet the goals of the ITN, as stated in Section 1.5, Goals of the ITN, of that document. Any contracted services will be available for use by State agencies and political subdivisions of the State, municipalities, and nonprofit corporations in accordance with Chapter 282, Florida Statutes (F.S.).

This SOW contains operational and administrative objectives for MCS that will form the requirements for implementation and on-going support under any Contract resulting from this ITN.

This SOW is intended to reflect the requested service components DMS is seeking the Respondent to offer for MCS. This SOW includes references to service components that "must," "shall," or "will" be delivered; however, these SOW references to "must," "shall," "will," and "minimum requirements" will not affect DMS's determination of a Respondent's responsiveness. DMS intends for these SOW references to become mandatory at the time of Contract execution (as reflected in DMS's Request for Best and Final Offer (BAFO)). However, these SOW references may be subject to negotiation during the procurement and will be resolved through the terms of DMS's Request for BAFO. The terms "will" and "shall" are used interchangeably.

The Request for BAFO may also provide for requirements in place of what may previously have been requests. For example, the word 'should' in this SOW may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

While the Department reserves the right to negotiate any term or condition during the negotiation process, the Contractor agrees that its Reply is based on the assumption that the terms and conditions of this SOW, as well as the Draft Contract (Attachment B to the ITN), apply as currently written.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent," include the plural when applicable.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.1 Instructions for Response Blocks

The SOW contains response blocks where Respondents are to provide information. Respondents may attach additional narrative with a reference to the corresponding SOW response block subsection. Respondents should base responses on the information provided in the applicable subsections and response blocks regarding operational and administrative processes and other aspects of the proposed services.

Responses to the SOW will be scored and will not be used to determine responsiveness. Respondents should provide responses to all response blocks seeking a response in the SOW.

If the Respondent inserts "N/A" or leaves a response block blank, they will receive zero points for that subsection. Replies are to be submitted in accordance with the ITN. See Subsections 3.7, 4, of the ITN for additional instructions on submitting a Reply.

The response blocks may contain approximate word counts in brackets, e.g., [Enter the response here – XXX words]. The word counts are provided as guidance to the length of the expected response; the word counts are neither minimum nor maximum limits.

By submitting a Reply to this ITN, the Respondent affirms that it has read, understood, and will comply with all of the statements, terms, and conditions contained in this SOW.

Do not provide pricing information in any SOW response block. Respondent is to submit pricing information separate from the response to this SOW, in accordance with instructions in the ITN.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.2 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.3 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.4 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:
https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

1.5 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

1.5.1 Creation of Initial EUPL and Vendor's Device List

Pricing information in the Contractor's BAFO will be used by the Contractor to create the EUPL and Vendor's Device List after Contract execution. The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings. The Department's current MCS EUPLs are available on the DMS website here:

https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services

1.5.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the pricing is competitive to market rates, specifically that it is equal to or less than rates for similar offerings in the State of Texas, State of California, and State of New York;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.6 Evolving Technology

This section is applicable to all services and equipment, including devices.

The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.

b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

[Enter response here – 1,500 words]

2. Contractor Staffing

This section is applicable to all services.

The terms “Contractor staff” and “staff” include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
    a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within thirty (30) days from Contract execution. **Attachment C, SLA-A1(a).**
    b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
    c. DMS reserves the right to review and approve candidates being considered by the Contractor for a key staff position described in this Contract.

d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days' from the date of DMS's notice to the Contractor.

e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.

f. Vacancy.

i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement. **Attachment C, SLA-A1(b).**

ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.

7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as required by the Department.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;
    b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
    c. Respondent's orientation and training for Respondent's staff assigned to the Contract;
    d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

[Enter response here – 1,500 words]

2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS, unless DMS determines an exclusive Account Manager is in DMS's best interest at any point during the Contract term, including renewals. This is a required key staff position.

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.

4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager, unless DMS determines an exclusive Project Manager is in DMS's best interest. This is a required key staff position.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current Project Management Professional certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS.

2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager, unless DMS determines an exclusive Business Operations Manager is in DMS's best interest. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager, unless DMS determines an exclusive Engineering and Design Manager is in DMS's best interest. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable.
3. Five (5) years or more of engineering work experience.

2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager, unless the Department determines an exclusive Operations and Security Manager is in DMS's best interest. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. The

individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3. Services and Devices for Mobile Communication Services

3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses to be associated with wireless devices. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. The Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by DMS and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS.

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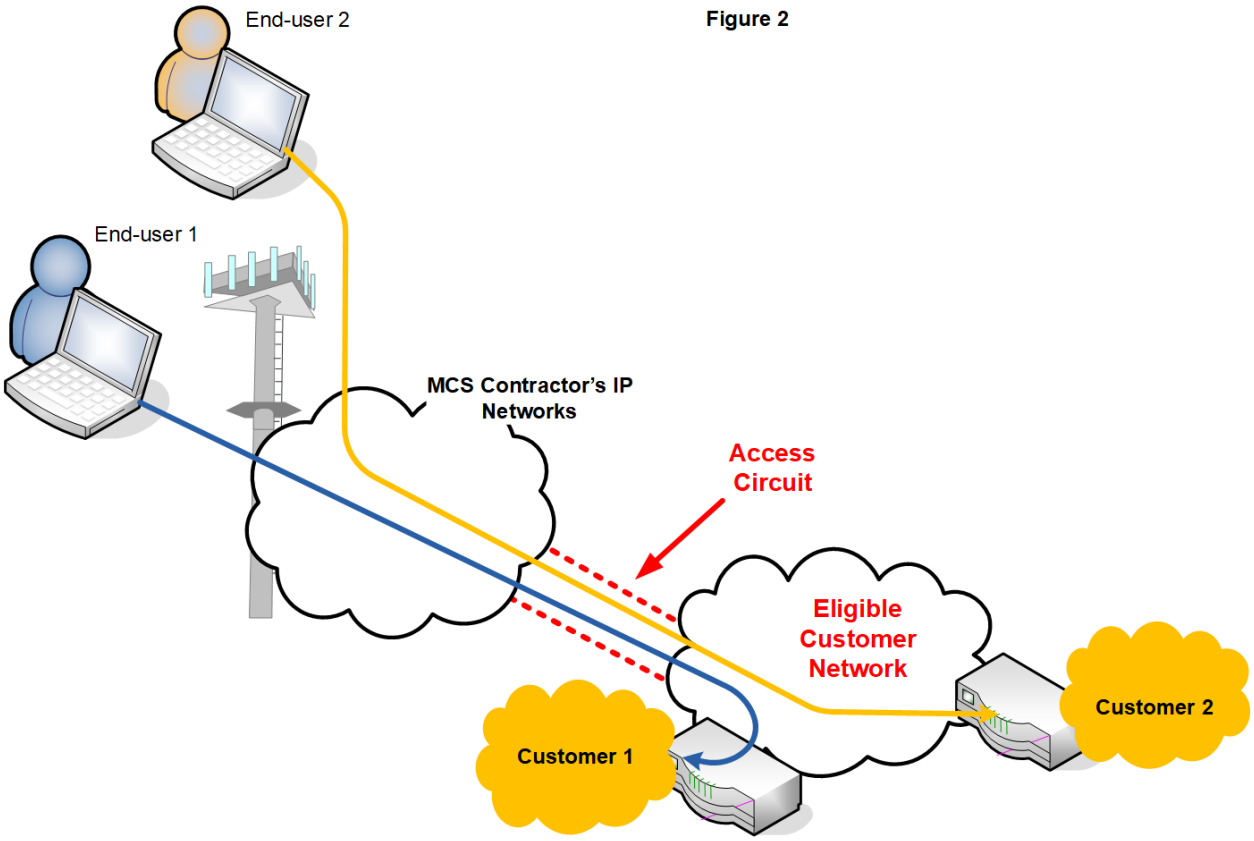
Access Circuit
Figure 2



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

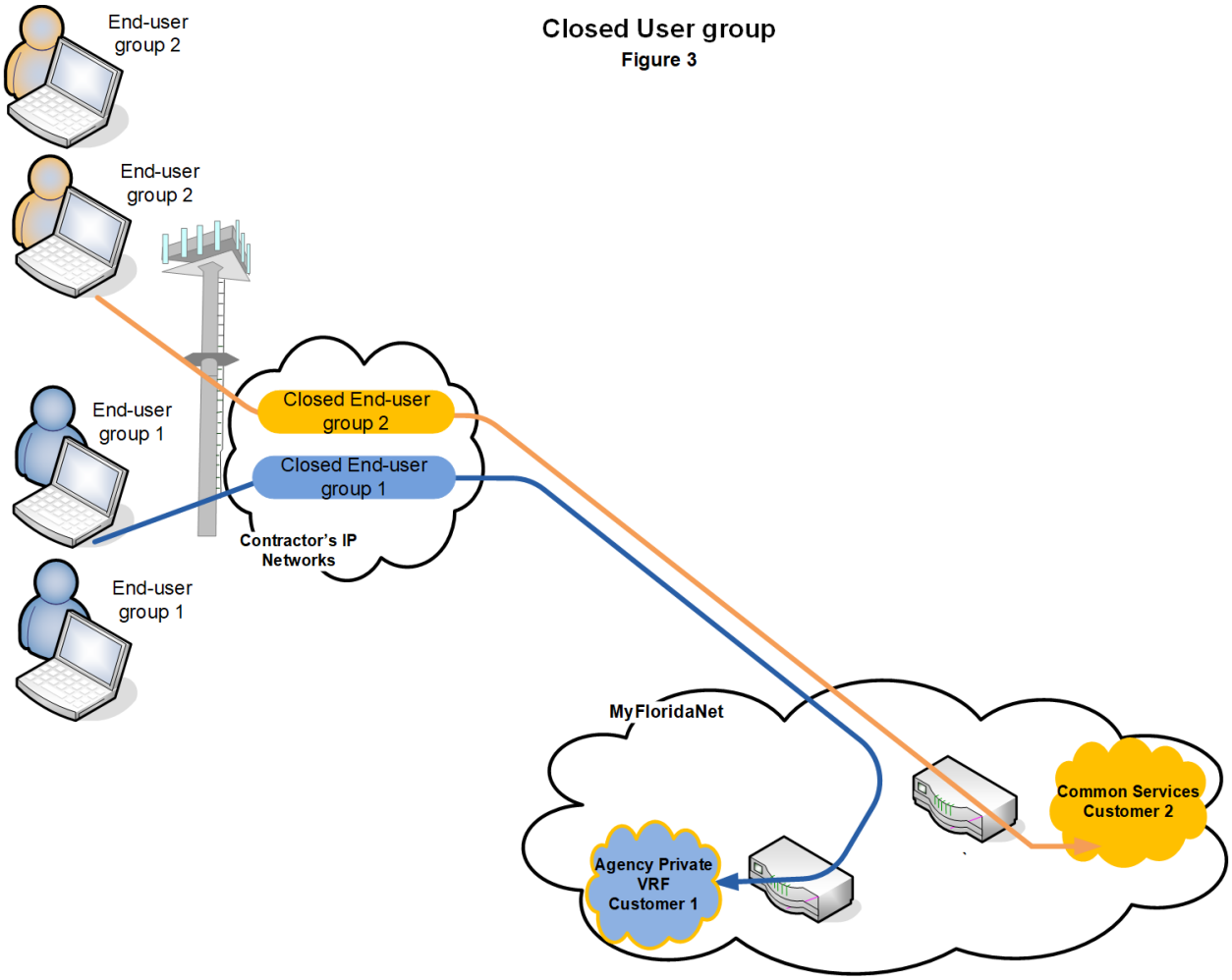
3.5 Wireless Data Service - Closed User Groups

This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.



Closed User group
Figure 3

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

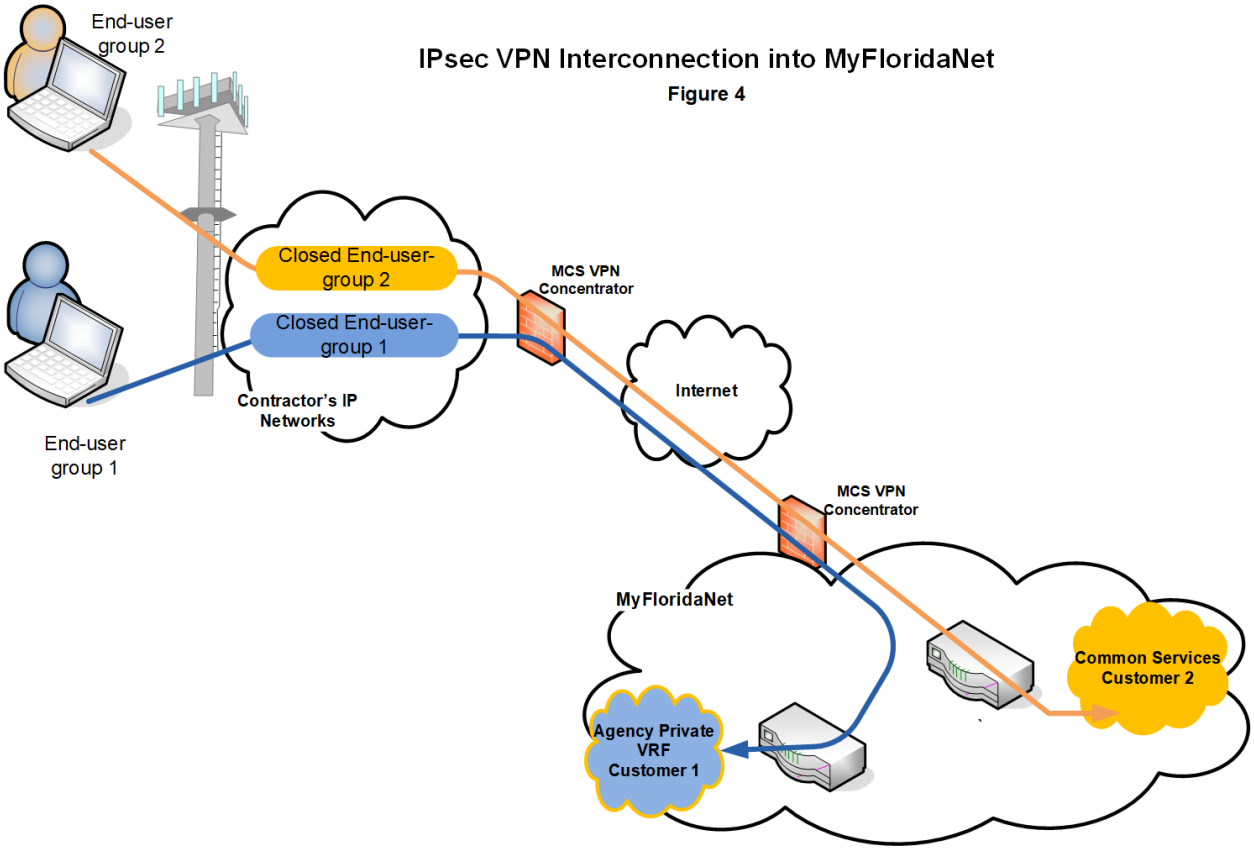
3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface

design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start

routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. Performance is measured by the Contractor's suite of Simple Network Management Protocol (SNMP) tools. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the MFN secondary IPsec concentrator. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by

at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

IPsec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	Pfs
Data Integrity Hash Algorithm	SHA
IPsec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1,000 (minimum)

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.

4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.

[Enter the response here as needed to provide a complete response]

3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.

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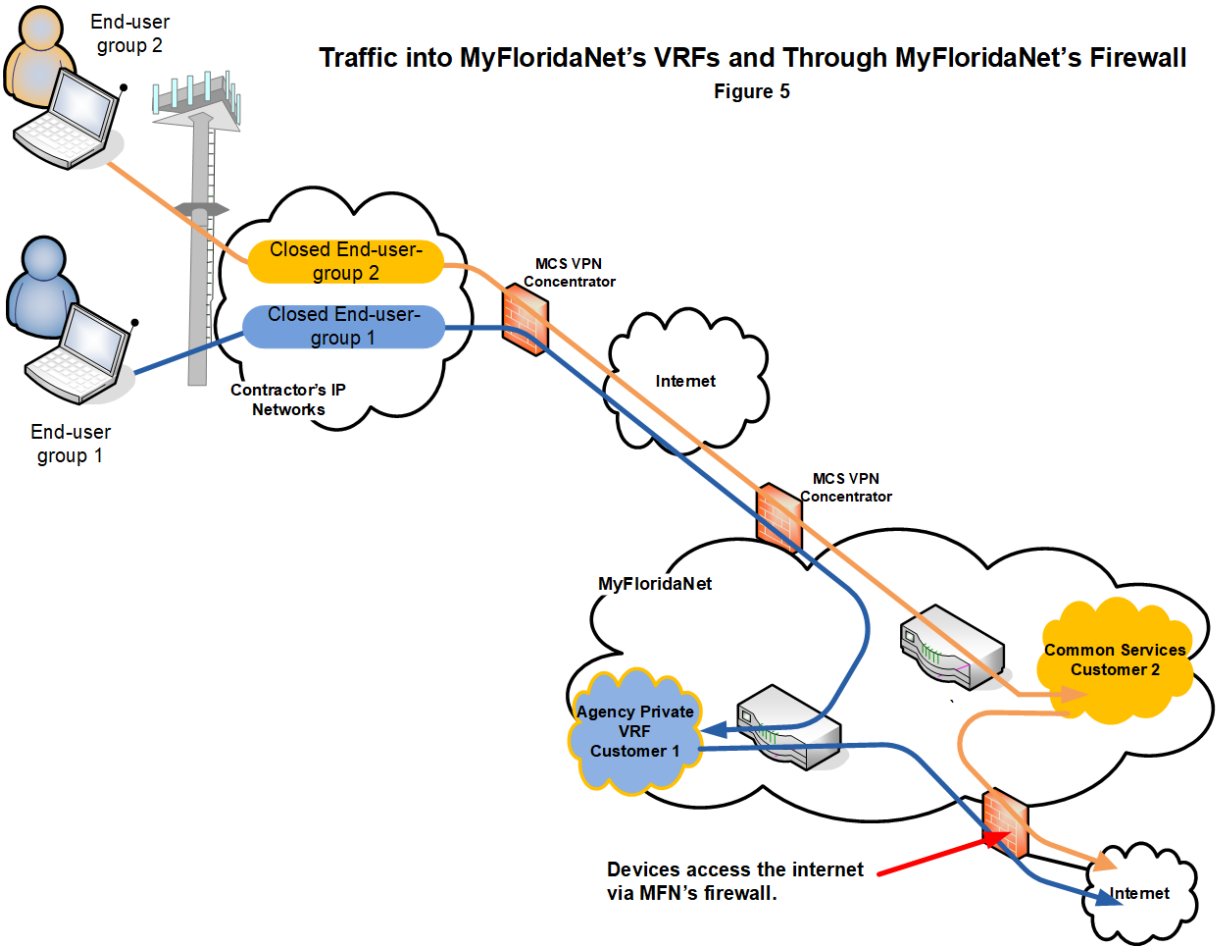


Traffic into MyFloridaNet's VRFs and Through MyFloridaNet's Firewall

Figure 5

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.8 Wireless Data Service – Traffic Directly to the Internet

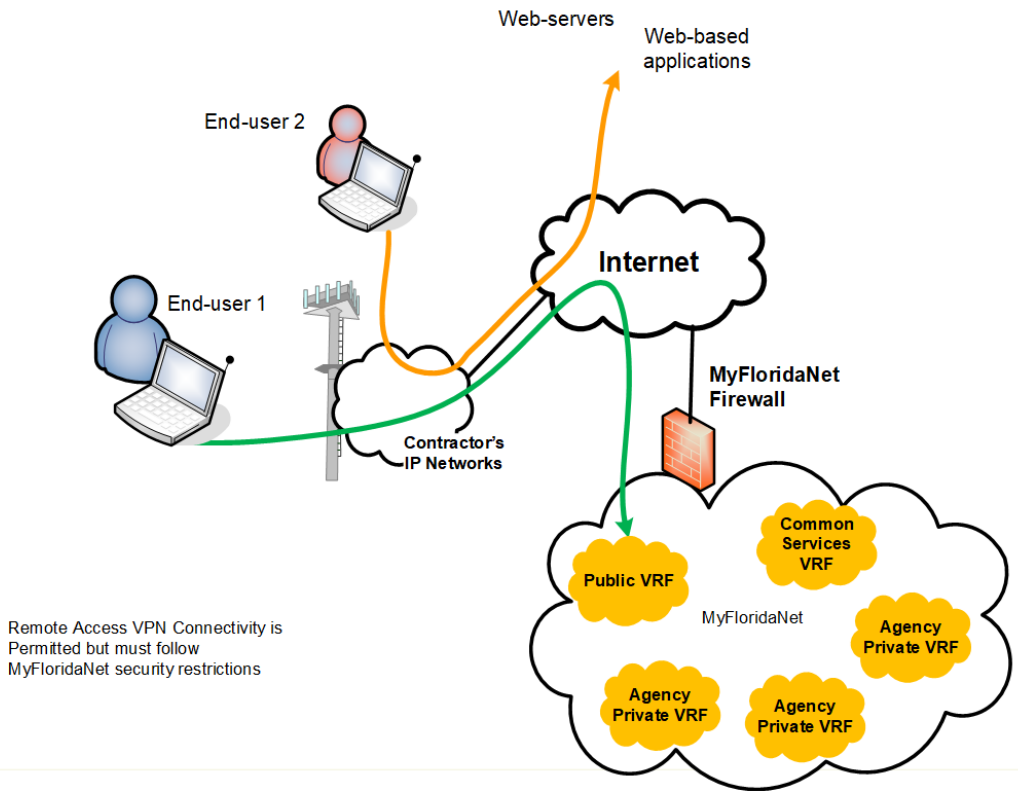
This subsection is applicable to only Wireless Data Services.

Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

Routing Wireless Traffic Directly to the Internet

Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map

shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

[Enter the response here as needed to provide a complete response]

3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.12 Security

This subsection is applicable to both WVS and WDS.

The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

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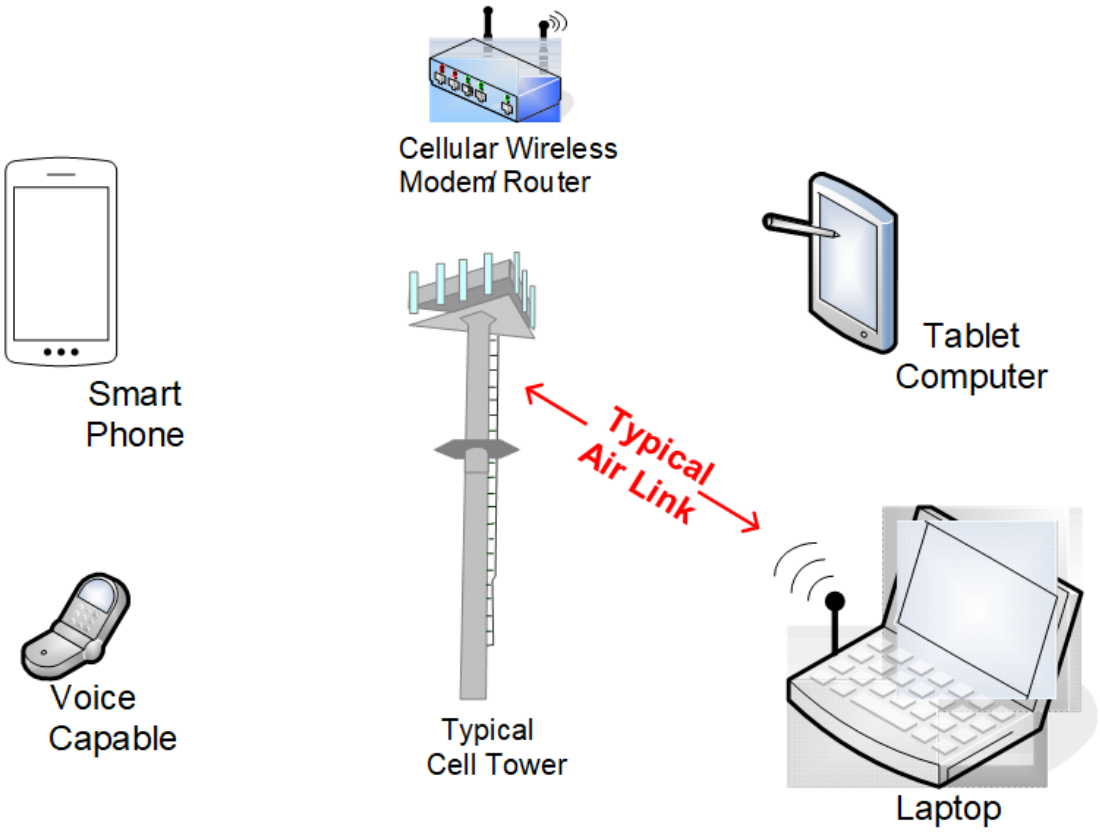
Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request.

The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State's emergency preparedness efforts. For additional information see https://www.dhs.gov/oec-communications-portfolio-management.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States

National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

[Enter the response here - 500 words]

3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight:

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
    a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
    b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)
    c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
    d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
    e. Maintenance Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
    f. Weekly Transition Status Reports during Transition (Subsection 3.24)
    g. Project Management Tracking Log, SLA-D9 (Subsection 3.26.2.2)
    h. Project Status Report, SLA-D10 (Subsection 3.26.2.3)
    i. Incumbent Contractor Weekly Migration Report, SLA-D14 (Subsection 3.26.5)
    j. Non-incumbent Contractor Weekly Migration Report, SLA-D15 (Subsection 3.26.5)

k. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
l. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
m. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)

2. The Contractor shall provide any of the items below upon request from the Department:
   a. Identification and validation of products/services and rates;
   b. Compilation of statistics on products/services from a high level to a detailed level;
   c. Inventory of devices;
   d. Services and devices trend information;
   e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
   f. Ad hoc reports, which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request.

Given the statements in this subsection: Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above. [Enter the response here – 250 words]

3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

3.18.1 General SLA Requirements

1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If the last billing cycle of the service, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to "business days," all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.

2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department's discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:
    a. The Customer provided incorrect information in its order, including an incorrect address.
    b. The Customer did not attend a confirmed scheduled appointment.
    c. The Customer was unresponsive to calls or emails.
    d. A site readiness requirement was not fulfilled by the Customer.
2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.
2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19.4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
    i. allow DMS to assess performance against measurable service levels;
    ii. include all SLAs in Attachment C – Service Level Agreements;
    iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;

iv. not be locked or password protected;
v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
vi. be approved by DMS with regard to format, content, and level of detail.

2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**
2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Notifications must be for provided for planned, emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) a planned maintenance which may potentially cause a service outage; 2) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 3) unplanned maintenance for significant unplanned

maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA-B7, B8, and B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.
4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

[Enter the response here as needed to provide a complete response]

3.20 Contractor's MCS Portal

This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add, change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;

6. user guides;
7. whitepapers;
8. equipment definitions and specifications;
9. maintenance information;
10. product configuration options;
11. diagrams; and
12. other information approved in writing by the DMS Product Manager.

Given the statements in this subsection: 1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above. [Enter the response here - As needed to provide a complete response]

3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal should be automatic, and account changes made by phone or email should be within one (1) Business Day, with the exception of devices that are out of stock or otherwise unavailable, and excludes account changes involving number portability.
4. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.
5. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the

Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.

6. The Contractor may invoice the Customer an expedite charge.
7. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
8. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
9. The Contractor shall not impose any restocking fee under any circumstance.
10. Device provisioning errors must be corrected by the Contractor.
11. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
12. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

[Enter the response here - 100 words]

3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c).
2. Assist as necessary to migrate existing Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration in one-hundred and twenty (120) calendar days.
    a. For incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers are identified as either migrated or no longer receiving services from the Contractor.
    b. For non-incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers identified as purchasing services from the non-incumbent Contractor are migrated.
    c. Migration does not include new Customers or Customers changing their services after migration.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here – 1,000 words]

3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.
3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services, shall be promptly delivered to DMS upon request, whether or not previously made available.
6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1.** The Project Implementation Phase

starts with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

3.26.1 Project Management - Project Charter and Project Management Plan

1. The Contractor shall create a Project Charter (see **Attachment C, SLA-D1**). The Project Charter must formally authorize the existence of a project and provide DMS and the Contractor's Project Manager with the authority to apply organizational resources to project activities. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D2**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

The plans listed below are additional components of the Project Management Plan. However, the plans listed below are deliverables separate from the Project Management Plan and subject to final acceptance by DMS.

3. Readiness Plan. (See **Attachment C, SLA-D3**.) The Contractor must deliver a detailed organizational Readiness Plan and associated plans that outline a readiness methodology, approach, activities, dependencies, and assumptions for key stakeholders to successfully support project activities.

4. Communications Management Plan. (See **Attachment C, SLA-D4**.) The Contractor must develop a Communications Management Plan that defines all communication touch points between the Project and all impacted stakeholders. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

5. Risk Management Plan. (See **Attachment C, SLA-D5**.) The Contractor must submit an acceptable Risk Management Plan that defines all potential areas of Customer and Department risk and the related risk strategy.

6. Requirements Management Plan. (See **Attachment C, SLA-D6**.) The Contractor must submit an acceptable Requirements Management Plan. The Contractor is responsible for managing all business requirements, including confirmation, design, development, testing, and validating that they are ultimately met during implementation. The Contractor's Project Manager will work with DMS to develop and administer a plan to effectively manage requirements throughout the Project.

7. Disaster Recovery Plan. (See **Attachment C, SLA-D7**.) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
    1. Plan Objectives.
    2. Assumptions.
    3. Definition of Disaster.
    4. Recovery Teams.
    5. Team Responsibilities.
    6. Internal and External Communications.
    7. Federal, State, Local Roles and Responsibilities.
    8. Services Restoration.
    9. Support Timeline.

3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist. Each of the items described in this section is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Management Implementation Phase Schedule. The Contractor shall create a Project Management Implementation Phase Schedule. **Attachment C, SLA-D8.** The document must be baselined, be resource loaded with predecessors, successors, durations, costs, and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI), and updated every two (2) weeks as needed until the completion of the Project Implementation Phase. This must be accompanied with a narrative which includes the current status of the project, actions that have taken place in the last two (2) weeks, any new risks and their associated risk mitigation plans, any new issues, identification of any tasks more than ten percent (10%) behind schedule, and a plan to complete the task(s).

   The Contractor shall create and maintain a Microsoft Project 2016 (or higher) schedule to incorporate all project activities to the agreed-upon work breakdown structure level. The schedule must include, at a minimum, task durations, start and finish dates (baseline and actual), predecessors and successors, resources, deliverables, and milestones, and must calculate CPI and SPI earned value metrics. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. Project Management Tracking Logs (Risks, Issues, Action Items, Decisions, and Operational Changes requested). The Contractor shall create Project Management Tracking Logs (tracking logs.) **Attachment C, SLA-D9**. These are updated as necessary, as determined by the Contractor and DMS.

   The Contractor must identify, assess, document, and recommend mitigation strategies by updating and submitting to DMS the tracking logs at a minimum of bi-weekly to reduce project risks and issues. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

3. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D10**. The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
   a. A narrative description of significant project activities that have been conducted or are underway.
   b. The progress-to-date on project activities.

c. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
d. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
e. Upcoming deadlines.

3.26.3 Project Management - Guides

The Contractor shall create the following guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D12**.) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D13**.) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist.
    a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
        i. Schedule of activities, including all Services Infrastructure Checklist Activities.

ii. Resource allocation.
iii. Implementation and migration preparation planning and impact analysis.
iv. Network support.
v. Operations Centers (operational and security).
vi. Day-to-day operational support services.
vii. Training – cross reference training section.

b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D14**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all End-users are identified as either migrated or no longer receiving services from the Contractor. The format, content, and level of detail must be approved by DMS.

c. Non-Incumbent Contractors shall provide weekly reporting regarding migration. **Attachment C, SLA-D15**. The reporting, which shall exclude any information regarded as CPNI, should detail the number of End-users identified as purchasing services from the Non-Incumbent Contractor per agency/entity, and the progress of migration. The reporting shall include details on Contractor's communication with Customers regarding notification of this Contract. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Infrastructure Checklist and ending when all End-users identified as purchasing services from the Non-Incumbent Contractor are migrated. The format, content, and level of detail must be approved by DMS.

2. Individual Customer-Specific Migration Plans. The Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D16**. The Contractor will be responsible for creating Individual Customer-Specific Migration Plans as each existing and new Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:
    i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
    ii. Resource allocation.
    iii. Migration and preparation planning.
        1. Impact analysis.

2. Stakeholder communications plan.

iv. Migration management.

v. Training – cross reference training section.

Given the statements in subsection: 1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above. [Enter the response here - 500 words]

3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D17.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

Infrastructure Checklist	
Section Reference	**Requirement**
SOW Section 2	
2.1 - 2.6	All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.5	Contractor's closed user group isolation method is developed and approved by DMS.
3.6	The Network-to-Network Interface is operational.
3.7	Closed user group traffic successfully mapped into MFN and as permitted is able to access the internet via the MFN firewall.
3.8	MCS traffic is routed directly to the internet.
3.9	A test plan has been finalized, and an interconnection failover for each IPsec tunnel between the primary and secondary VPN concentrators has been successfully tested.
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.

3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (1)	The Contractor has provided an acceptable Project Charter.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (3)	The Contractor has provided an acceptable Readiness Plan.
3.26.1 (4)	The Contractor has provided an acceptable Communications Management Plan.
3.26.1 (5)	The Contractor has provided an acceptable Risk Management Plan.
3.26.1 (6)	The Contractor has provided an acceptable Requirements Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method.

SOW Section 6	
6	The Contractor has demonstrated the MFMP Punchout catalogs are ready, and the Contractor is ready to accept orders through MFMP.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area

coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.

5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

4.2 Local Control

The Contractor must provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor shall provide a public safety portal (dashboard). The information held in this dashboard shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

4.4 Public Safety Standards

Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180.

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

4.5 Demonstration Devices

Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide wireless demonstration equipment (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of sixty (60) Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor. The Contractor will coordinate directly with any other State agencies regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities as recognized by the First Responder Network Authority.

4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

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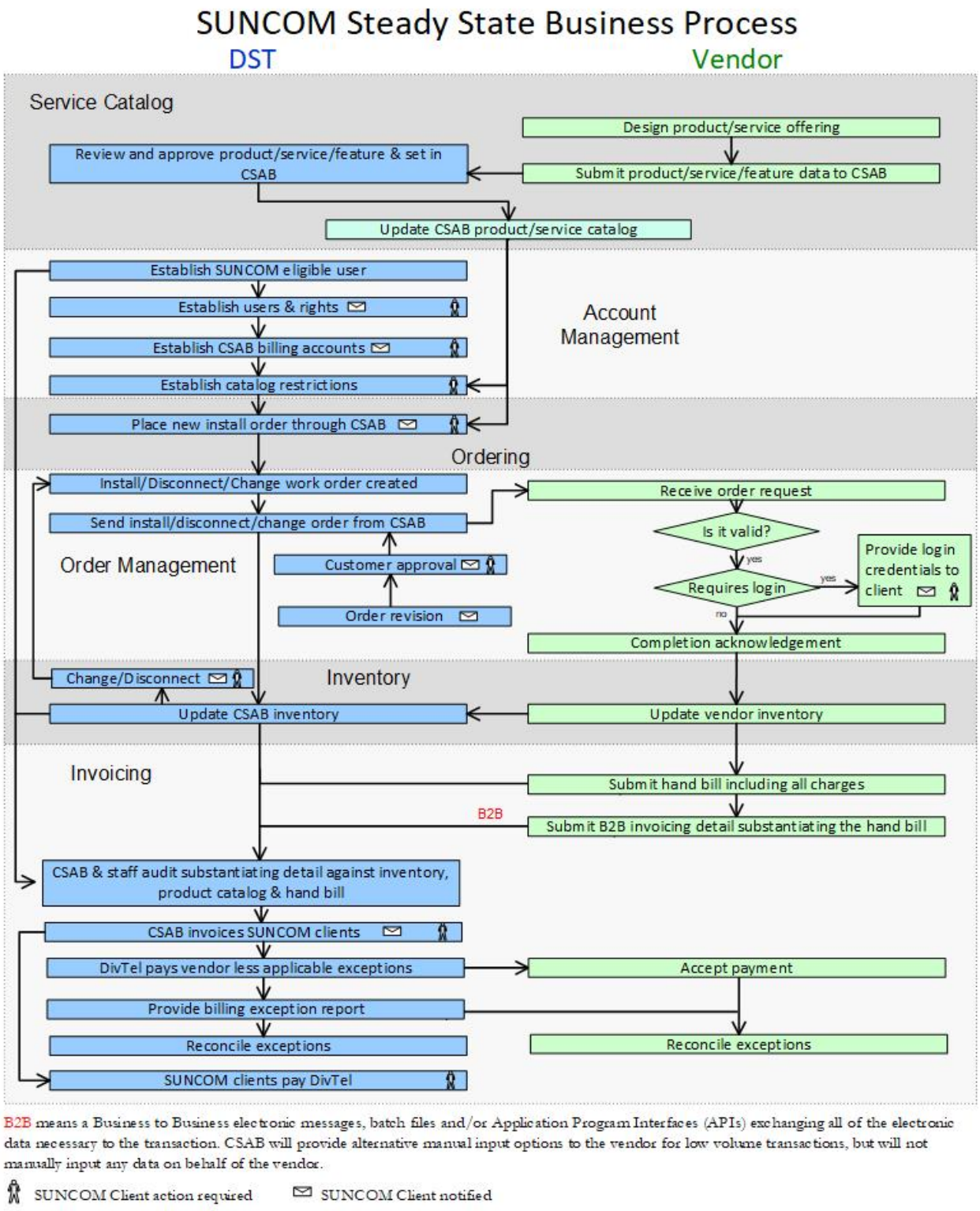

B2B means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required SUNCOM Client notified

5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor shall use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

5.4.1 Batch Routines

The second method the Contractor shall utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

The Contractor shall only use manual review and data entry as a method of last resort and only with prior written approval by DMS Contract Manager. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the billing of MCS services:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. Any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a "shopping cart" when a Customer "checks-out."
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed. **Attachment C, SLA-G1.**

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with all unique IDs necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities. All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include date/time stamps for each billing event and the dates of the billing cycle (start

and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within one (1) billing cycle from receipt of dispute. If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.

5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1st and run through the end of the month based on the completion date. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a Punchout catalog for Customers. The MFMP Punchout catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1**.

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2**. This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

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Department of MANAGEMENT SERVICES
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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ATTACHMENT B

DRAFT CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

<<PARTY NAME>>

DRAFT CONTRACT

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Exhibit B – Final Statement of Work, including:
    Exhibit 1 to Exhibit B – Final Service Level Agreements;
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    Exhibit 1 to Exhibit C – Vendor's Services and Discounts Pricing
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Exhibit D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Exhibit E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006
Exhibit F – ITN DMS-19/20-006

CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and <INSERT VENDOR NAME> (Contractor) with offices at <insert address>, each a "Party" and collectively referred to herein as the "Parties."

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer to do so. The Department or the Customer will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract. Suspension of work will not entitle the Contractor to any additional compensation.

1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the csame percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work, including:
    a. Exhibit 1 – Final Service Level Agreements;
4. Attachment C – Contractor's Pricing, including:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing
    b. Exhibit 2 – Vendor's Device List
    c. Exhibit 3 – Vendor's Services and Discounts Pricing, Public Safety <if applicable>
5. Attachment D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006;
6. Attachment E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000, is included herein by reference but is superseded in its entirety by the Contract.

SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Preferred Pricing

The pricing included in the Contract is guaranteed, by the Contractor, to be a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and invoices must include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

The Contractor shall have a "No Shut Off" policy for all State agency Customer accounts. Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due.

3.5 Travel

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and, if authorized, may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Jane Doe
<Insert Contractor name>
<Insert Contractor's physical address>

Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

Jane Doe
<Insert Contractor name>
<Insert Contractor physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxxx.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a change request. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Mangers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Vendor's Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and may not require an amendment or change request.

5.3 Diversity Reporting

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the

name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 Designated Centralized Nonprofit Agency

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

Subject to the agency determination provided for in sections 946.515 and 287.042(1), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication

1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act (HIPAA) (including executing any Business Associate Agreements as requested by Customers), and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

Any dispute concerning performance of the Contract shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List during the term of the Contract.

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction, where applicable. The Contractor must require all subcontractors to similarly provide Workers' Compensation Insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor shall maintain insurance sufficient to adequately protect the Department and Customers from all claims or liability for personal injury or property damage arising out of, resulting from the performance of, or in connection with the operation of, the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

The Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal. In the event of cancellation or nonrenewal, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled or nonrenewed policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were

made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with the Contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will maintain the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and ensuring such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other State or federal rules and regulations regarding security of information. The State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States. The Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States.

The Contractor shall comply with section 501.171, F.S. Additionally, the Contractor shall reimburse the Department for any costs incurred providing the notifications required by subsections 501.171(3) and (4), F.S., if the Contractor is responsible for a breach. For purposes of this paragraph, “breach,” is as defined in section 501.171(1)(a), F.S.

9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of State Data, including a policy and procedure for Access to State Data. The Contractor shall retain the policy and information required in this subsection in accordance with Section 8.3, Document Management and Record Retention. The documents are subject to disclosure within thirty-six hours upon written or oral demand by the Department or its designated agents or auditors and are subject to audit and screening.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. The identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and disclose the written policy and information required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $10,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages

it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation or suspicion of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable, but in all instances no later than one (1) calendar day of knowledge of the Security Breach or credible allegation or suspicion of such.

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation or suspicion of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than thirty-six hours from the time of discovery, set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected by a Security Breach of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to

commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to the Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services

under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations

made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Department's Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) Business Days prior written notice to the Contractor to ensure that Access to State Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable best efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To promote the utilization of this Contract to Other Eligible Users in favor of any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer. All third-party license costs for Contractor-provided hardware and software shall be the responsibility of the Contractor. The Contract will take precedence over any and all End User License Agreement conflicting terms. Any provisions in an End User License Agreement that require the Department to indemnify the Contractor are inapplicable.

Additional terms affixed to products or services prior to delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, serviceagreements, end user agreements, "clickwrap" agreements, "shrink wrap", "browserwrap",or terms accompanying or affixed to a product or service, whether written or electronic) incorporated onto the Contractor's or subcontractor's order or fiscal forms or other documents forwarded by the Contractor for payment will not be binding on the Department or Customer unless negotiated and agreed to in writing as specified in this section. A Customer may agree to additional terms and conditions specific to the Customer's order that are jointly negotiated and explicitly agreed upon by the Customer. A Customer's acceptance of a product or service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute an acceptance of the Contractor's or subcontractor's proposed modification to terms and conditions or an agreement to modify or

add additional terms to this Contract. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2909 SPECIAL CATEGORIES
CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that could impact the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign the same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within ten (10) days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

Attachment C
Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within thirty (30) days from Contract execution, in accordance with SOW subsection 2.1 b) Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement, in accordance with SOW subsection 2.1 c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review. c) N/A
	SLA-A2	Final Staffing Organizational Chart	The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1	$1,000 per day	

Services and Devices for Mobile Communication Services	SLA-B1	Network-to-Network Interconnection Failover	Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6	$5,000 per connectivity issue incidence $5,000 per quarter hour if the failover is not successful and results in downtime of longer than 500 seconds	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.
	SLA-B2	Network-to-Network Interconnection Performance Upgrade with MyFloridaNet	Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6	$3,000 per day	The SLA clock starts when an upgrade is needed as shown and documented in the Contractor's monitoring tools. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.

	SLA-B3	SLA Compliance Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5	$1,000 per day	
	SLA-B4	Escalation Activity Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1	$1,000 per day	
	SLA-B5	Zero Usage Report	The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2	$1,000 per day	
	SLA-B6	Escalation Procedure Development and Updates	Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4. Updated within three (3) Business Days of email notification from DMS.	$1,000 per day until developed or until updated	
	SLA-B7	Notification, Planned Maintenance	Notification received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4	$2,500 per failure to notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically two (2) Business Days prior to any planned maintenance for which notice is not provided.

	SLA-B8	Notification, Emergency Maintenance	Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4	$2,500 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.
	SLA-B9	Notification, Unplanned Maintenance	Notification received within two (2) hours of the unplanned maintenance, in accordance with SOW subsection 3.19.4 and section 4	$2,500 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies two (2) hours after any unplanned maintenance for which notice is not provided.

	SLA-B10	Migration of Existing Customers	Customer migration will be completed within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, in accordance with SOW subsection 3.23	$3.00 per day, and per wireless data/voice device, until completed	The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated or no longer receiving services from the Contractor. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated.
Contractor Meetings with DMS	SLA-C1	Project Management Monthly Review Meeting	A Project Management Monthly Review Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter and monthly thereafter, in accordance with SOW subsection 3.25.3.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
	SLA-C2	Project Implementation Phase - Project Kickoff Meeting	A Project Kickoff Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter, in accordance with SOW subsection 3.25.4.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
Project Management	SLA-D1	Project Charter	A Project Charter is due within four (4) weeks of Contract execution, in accordance with SOW subsection 3.26.1.1	$1,000 per day	

	SLA-D2	Project Management Plan	A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2	$1,000 per day	
	SLA-D3	Readiness Plan	A Readiness Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.3	$1000 per day	
	SLA-D4	Communications Management Plan	A Communications Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.4	$1000 per day	
	SLA-D5	Risk Management Plan	A Risk Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.5	$1000 per day	
	SLA-D6	Requirements Management Plan	A Requirements Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.6	$1000 per day	
	SLA-D7	Disaster Recovery Plan	A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7	$1,000 per day	
	SLA-D8	Project Management Implementation Phase Schedule	After acceptance of the Project Charter, a Project Management Implementation Phase Schedule is due every two (2) weeks by noon ET on Fridays, in accordance with SOW subsection 3.26.2.1	$250 per day	

	SLA-D9	Project Management Tracking Logs	Project Management Tracking Logs must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.2	$250 per day	
	SLA-D10	Project Status Reports	Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3	$250 per day	
	SLA-D11	Guides	Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3	$250 per day	
	SLA-D12	Project Closure Documentation	Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4	$250 per day	
	SLA-D13	Implementation Plan	A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1	$1,000 per day	
	SLA-D14	Incumbent Contractor Weekly Migration Report	An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b	$1,000 per day	

	SLA-D15	Non-incumbent Contractor Weekly Migration Report	A Non-Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.c	$1,000 per day	
	SLA-D16	Individual Customer Specific Migration Plans	Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2	$500 per day	
	SLA-D17	Services Infrastructure Checklist	The Services Infrastructure Checklist must have all items completed and be accepted by the Department within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27	$10,000 per day	
Public Safety	SLA-E1	Public Safety Service Plans and Devices Report	The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7	$1,000 per day	
Business Operations	SLA-F1	Invoicing	Complete and accurate invoices must be submitted no later than the 10th day of the month for services in arrears, in accordance with SOW subsection 5.10	$1,000 per day	The SLA clock stops when the timestamp for when the complete and accurate electronic billing file is submitted to the Department.
	SLA-F2	Application of Billing Credits	Apply each credit in the first available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10	$1,000 per day	The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.

Direct Ordering and Billing	SLA-G1	Cost Recovery Payment to DMS	An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2	$1,000 per day	The SLA clock stops the date the check is deposited into the DMS account.
	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$1,000 per day	
	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	



Mobile Communications Services

Business Case

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1 Executive Summary

1.1 Purpose

The Department of Management Services (Department) has gathered information needed for the Department and key stakeholders to make an informed decision related to the Department's options for the procurement of the next generation of mobile communication services (MCS). The goal of the information gathering was to develop a business case providing a recommendation for the best and most appropriate business model and procurement options that provide long-term value to the state.

Inspired Technologies, Inc. was contracted to assist the Department's development of this business case in accordance with Section 287.0571, Florida Statutes (F.S.). The statute requires a business case to evaluate feasibility, cost-effectiveness, and efficiency before the state agency proceeds with any outsourcing of services.

This business case focuses specifically on three key elements of MCS: (1) current technology options for mobile communication services in parallel with the State needs; (2) data analysis on industry business models which are optimal for next generation MCS; and (3) best practice recommendations for implementation of such technology and the appropriate business model. The current MCS contracts are with multiple service providers to provide wireless voice and data services and equipment, including data cards, tablets, telemetry devices, feature phones, smartphones, and Push to Talk (PTT) phones.

In summary, this document provides substantive information that can be utilized to make informed decisions about the future business model and procurement options of MCS.

1.2 Detailed Description of Services

Section 287.0571 (4)(a), F.S. - A detailed description of the service or activity for which the outsourcing is proposed.

The objective of MCS is to provide SUNCOM customers the ability to purchase wireless voice and data services and equipment, including options for Public Safety Customers. SUNCOM customers are a combination of State of Florida agencies, and Other Eligible Users (OEUs), as defined in Chapter 282, F.S. SUNCOM customers are currently able to purchase from multiple service pricing plans which include voice per minute rates for in-state and out-of-state calls, fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile-to-mobile rate plans. SUNCOM customers are able to purchase equipment which includes select free standard cell phones, data-cards, hotspot devices, and PTT phones with associated monthly service plans. Additionally, there are options for discounted phones, smartphones, and data-only devices when required. SUNCOM customers are able to purchase accessories including hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

1.3 Current Service Performance

Section 287.0571 (4)(b), F.S. A description and analysis of the state agency's current performance, based on existing performance metrics if the state agency is currently performing the service or activity.

In January 2012, the Department entered into contracts, through a competitive procurement, with AT&T Mobility, Sprint, and Verizon Wireless to establish MCS. The total spending under these contracts is approximately $82 million annually. Verizon Wireless accounts for $70 million, AT&T Mobility accounts for approximately $7 million, and Sprint accounts for approximately $5 million.

Having contracts with three services providers enables a SUNCOM customer to choose the service provider which offers the customer the best options. Wireless service geographic coverage varies by service provider, for example, and letting the customer decide which coverage is most beneficial is a great advantage of the multi-contract procurement model. Also, the service providers are incentivized to continue improving their service offerings and adjust pricing to attract and keep customers.

1.4 Goals for Proposed Outsourcing

Section 287.0571 (4)(c), F.S. The goals desired to be achieved through the proposed outsourcing and the rationale for such goals.

The Department's goals to be achieved in future contracts are:

- Determine the best long-term value to the State;
- Maintain cost structures with improved service integration;
- Ensure adaptability for future technology, customer needs, and evolving industry standards; and
- Provide the highest levels of customer service.

The current MCS portfolio is utilized throughout the state. As a result, agencies have built processes and dependencies that rely on the portfolio offering that is in service today. Agencies use of these services vary widely depending on the specific mobile communications needs of each specific agency. This requires the MCS vendors to offer a broad array of products and services.

1.5 Outsourcing Authority

Section 287.0571 (4)(d), F.S.- A citation to the existing or proposed legal authority for outsourcing the service or activity.

Pursuant to Section 282.703, F.S., the Department is to design, engineer, implement, manage, and operate through state ownership, commercial leasing, contracted services, or some combination thereof, the facilities, equipment, and contracts providing SUNCOM Network services, and is to develop a system of equitable billings and charges for telecommunications services. The Department's Division of State Technology (DST) is tasked with this mission of providing superior telecommunications services more cost effectively to state and local governments, educational institutions, libraries, and non-profit organizations by achieving economies of scale with enterprise planning and procurement.

1.6 Descriptions of Available Options

Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining state provision of the service or activity shall be included.

This business case examines options specifically for the scope of continued support, features, and offerings following the expiration of the current MCS contracts in January 2022. The options evaluated are insourcing, performing an outsourced competitive solicitation, and combinations of both outsource and insource. The options are:

Insource - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

Outsource - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third-party experience and efficiency.

Combinations of Insource and Outsource - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

This business case examines a competitive procurement option, an Invitation to Negotiate. In Florida, competitive procurement is governed by Section 287.057, F.S., and Rule 60A-1, Florida Administrative Code. The three types of competitive procurement are:

Invitation to Bid (ITB*)* – Used when a state agency provides all technical specifications and awards on lowest price.

Request for Proposal (RFP) – Used when a state agency has determined it is not practicable to use an ITB. The state agency provides all technical specifications, and responses are evaluated on the vendor's proposed services and price.

Invitation to Negotiate (ITN) – Used when a state agency determines that negotiations with one or more vendors may be necessary to enable the state agency to receive the best value. The best value is based on factors such as price, quality, design and workmanship. This option works best when highly technical or complex services are being acquired. The price structure for services is often negotiated. The current MCS contracts were solicited as an ITN.

1.7 Recommendation Methodology

The Department has multiple contracts for MCS that are nearing expiration. This business case examines options and business models for the evolution of MCS, and the advantages and risks of each. The business case takes into consideration the statutory requirements and evaluates whether to insource these services, outsource these services, or to provide these services using a combination of existing Department resources and outsourcing.

Throughout the document, there are numerous recommendations and discussion points for consideration. The business case recommendations can be found in Section 7 Business Case Recommendations Summary.

2 Background

Mobile Communication Services Contracts and Portfolio of Products & Services (Prior to 2011):

Multiple contracts were made available to SUNCOM customers, separately offering wireless data and voice services:

1. Department of Management Services, State Purchasing, State Term Contract
    - Wireless Voice Services Contract with Verizon Wireless for cell phones voice only services.
2. Western State Contracting Alliance, Alternate Source Contract
    - Wireless Voice Services –Contract with AT&T and Sprint/Nextel for cell phones voice only services.
3. Department of Management Services, Division of State Technology, Enterprise Contract
    - Wireless Data Services– Contracts with AT&T Mobility, Sprint and Verizon Wireless for wireless data services (air cards)

Mobile Communication Services Contracts and Portfolio of Products & Services (2012 - Present):

Multiple contracts are made available through the Department's SUNCOM offerings. The current MCS service providers are AT&T, Sprint, and Verizon. Each of these contracts provide for the purchase of wireless voice and data equipment, services, and accessories. Public safety options, discussed further in Section 3.9 below, are available to DMS Customers. MCS services are interoperable with other SUNCOM services, including network integration with MyFloridaNet. State agencies have the option to route MCS traffic through their security perimeter to perform additional screening and filtering. The contracts contain stringent Service Level Agreements (SLAs) to manage vendor's service performance and to perform Key Performance Indicators measurements.

These contracts provide for the purchase of wireless voice and data equipment, services for data-cards, tablets, telemetry devices, feature phones, Smartphones, BlackBerrys, PTT phones and services, and accessories. Service pricing plans include voice per minute rates for in-state and out-of-state calls, as well as several fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile to mobile rate plans. These contracts have been renewed to January 2022.

3 Revenue, Technology, and Business Model Analysis & Recommendation

3.1 Description of Current Contract Revenue

The financial analysis below is based on total customer revenue.

Top 20 Customers in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	State	$ 1,518,850	$ 3,123,577	$ 3,461,764	$ 1,314,405	$ 9,418,596
CITY OF TAMPA	OEU	$ 592,943	$ 1,311,382	$ 1,456,873	$ 751,973	$ 4,113,171
FLORIDA DEPARTMENT OF HEALTH	State	$ 484,778	$ 1,026,486	$ 1,395,200	$ 788,039	$ 3,694,504
SCHOOL BOARD OF MIAMI DADE	OEU	$ 28,143	$ 1,039,563	$ 1,242,495	$ 717,295	$ 3,027,495
JACKSONVILLE SHERIFF'S OFFICE	OEU	$ 264,191	$ 917,121	$ 994,134	$ 498,354	$ 2,673,800
BROWARD SHERIFF'S OFFICE	OEU	$ 493,039	$ 881,232	$ 874,764	$ 398,797	$ 2,647,831
ORANGE COUNTY SHERIFF'S OFFICE	OEU	$ 486,972	$ 854,222	$ 841,278	$ 453,132	$ 2,635,604
PALM BEACH COUNTY SHERIFF'S OFFICE	OEU	$ 367,897	$ 656,829	$ 815,645	$ 326,481	$ 2,166,852
HILLSBOROUGH COUNTY DATA	OEU	$ 285,547	$ 653,503	$ 758,020	$ 369,678	$ 2,066,748
CITY OF JACKSONVILLE	OEU	$ 269,985	$ 584,671	$ 507,660	$ 665,932	$ 2,028,248
CITY OF TALLAHASSEE	OEU	$ 321,878	$ 660,553	$ 683,448	$ 346,118	$ 2,011,997
DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY	State	$ 1,954	$ 6,527	$ 811,902	$ 999,442	$ 1,819,824
DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO	State	$ 394,943	$ 491,350	$ 584,548	$ 344,904	$ 1,815,744
PINELLAS COUNTY SHERIFF'S OFFICE	OEU	$ 285,553	$ 569,949	$ 556,825	$ 325,349	$ 1,737,677
NORTH BROWARD HOSPITAL DISTRICT	OEU	$ 223,998	$ 452,970	$ 519,231	$ 402,864	$ 1,599,063
CITY OF MIAMI BEACH DATA	OEU	$ 170,922	$ 517,493	$ 559,048	$ 340,283	$ 1,587,746
CITY OF ORLANDO EMERGENCY OPERATIONS CENTER	OEU	$ 213,344	$ 475,293	$ 521,522	$ 222,511	$ 1,432,670

JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE	OEU	$ 235,600	$ 444,121	$ 477,780	$ 249,551	$ 1,407,052
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE	State	$ 193,662	$ 395,866	$ 645,868	$ 154,524	$ 1,389,921
POLK COUNTY SHERIFF'S OFFICE DATA	OEU	$ 219,271	$ 490,398	$ 448,582	$ 188,246	$ 1,346,497
GRAND TOTAL		$ 7,053,470	$ 15,553,106	$ 18,156,587	$ 9,857,877	$ 50,621,040

Figure 1 – Top 20 Customers in Total Revenue

Top 20 State Customers in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	State	$ 1,518,850	$ 3,123,577	$ 3,461,764	$ 1,314,405	$ 9,418,596
DEPARTMENT OF HEALTH	State	$ 484,778	$ 1,026,486	$ 1,395,200	$ 788,039	$ 3,694,504
DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY - TALLAHASSEE	State	$ 1,954	$ 6,527	$ 811,902	$ 999,442	$ 1,819,824
DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO	State	$ 394,943	$ 491,350	$ 584,548	$ 344,904	$ 1,815,744
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE	State	$ 193,662	$ 395,866	$ 645,868	$ 154,524	$ 1,389,921
FLORIDA DEPARTMENT OF LAW ENFORCEMENT	State	$ 187,137	$ 393,032	$ 429,967	$ 222,934	$ 1,233,070
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS	State	$ 164,328	$ 383,284	$ 423,833	$ 258,025	$ 1,229,470
FLORIDA FISH AND WILDLIFE COMMISSION	State	$ 153,456	$ 315,160	$ 312,445	$ 185,128	$ 966,189
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES	State	$ 126,728	$ 309,969	$ 348,319	$ 158,630	$ 943,645
DEPARTMENT OF CHILDREN AND FAMILIES	State	$ 111,498	$ 282,740	$ 388,855	$ 116,905	$ 899,998
DEPARTMENT OF FINANCIAL SERVICES - DIVISION OF REHABILITATION AND LIQUIDATED DAMAGES	State	$ 106,317	$ 228,075	$ 251,080	$ 116,070	$ 701,542

FLORIDA DEPARTMENT OF CORRECTIONS - DISTRICT 4	State	$	24,085	$	154,936	$	512,859			$	691,880
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	State	$	81,873	$	208,520	$	226,449	$	125,385	$	642,227
DEPARTMENT OF CHILDREN AND FAMILIES - SUNCOAST REGION	State	$	2	$	147,862	$	323,048	$	154,924	$	625,835
DEPARTMENT OF CHILDREN AND FAMILIES - OFFICE OF FINANCIAL SUPPORT	State	$	65,799	$	152,824	$	195,937	$	106,878	$	521,438
DEPARTMENT OF LEGAL AFFAIRS	State	$	62,409	$	166,672	$	168,173	$	93,625	$	490,880
FLORIDA DEPARTMENT OF CORRECTIONS - REGION 3	State	$	77,026	$	184,647	$	208,562			$	470,236
DEPARTMENT OF CHILDREN AND FAMILIES - CHILDREN'S NETWORK SOUTHWEST	State	$	72,916	$	128,726	$	163,996	$	76,643	$	442,280
FLORIDA DEPARTMENT OF CORRECTIONS - REGION 2	State	$	70,195	$	203,343	$	160,558			$	434,096
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHWEST REGION	State	$	60,386	$	139,973	$	159,447	$	73,741	$	433,547
GRAND TOTAL		$	3,958,342	$	8,443,569	$	11,172,809	$	5,290,202	$	28,864,922

Figure 2 – Top 20 State Customers in Total Revenue

Top 20 Other Eligible Users (OEUs) in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY OF TAMPA	OEU	$ 592,943	$ 1,311,382	$ 1,456,873	$ 751,973	$ 4,113,171
MIAMI COUNTY PUBLIC SCHOOLS	OEU	$ 28,143	$ 1,039,563	$ 1,242,495	$ 717,295	$ 3,027,495
JACKSONVILLE SHERIFF'S OFFICE	OEU	$ 264,191	$ 917,121	$ 994,134	$ 498,354	$ 2,673,800
BROWARD SHERIFF'S OFFICE	OEU	$ 493,039	$ 881,232	$ 874,764	$ 398,797	$ 2,647,831
ORANGE COUNTY SHERIFF'S OFFICE	OEU	$ 486,972	$ 854,222	$ 841,278	$ 453,132	$ 2,635,604
PALM BEACH COUNTY SHERIFF'S OFFICE	OEU	$ 367,897	$ 656,829	$ 815,645	$ 326,481	$ 2,166,852
HILLSBOROUGH COUNTY DATA	OEU	$ 285,547	$ 653,503	$ 758,020	$ 369,678	$ 2,066,748
CITY OF JACKSONVILLE	OEU	$ 269,985	$ 584,671	$ 507,660	$ 665,932	$ 2,028,248
CITY OF TALLAHASSEE	OEU	$ 321,878	$ 660,553	$ 683,448	$ 346,118	$ 2,011,997
PINELLAS COUNTY SHERIFF	OEU	$ 285,553	$ 569,949	$ 556,825	$ 325,349	$ 1,737,677

NORTH BROWARD HOSPITAL	OEU	$	223,998	$	452,970	$	519,231	$	402,864	$	1,599,063
CITY OF MIAMI BEACH DATA	OEU	$	170,922	$	517,493	$	559,048	$	340,283	$	1,587,746
CITY OF ORLANDO - EMERGENCY OPERATIONS CENTER	OEU	$	213,344	$	475,293	$	521,522	$	222,511	$	1,432,670
JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE	OEU	$	235,600	$	444,121	$	477,780	$	249,551	$	1,407,052
POLK COUNTY SHERIFF'S OFFICE DATA	OEU	$	219,271	$	490,398	$	448,582	$	188,246	$	1,346,497
CITY OF FORT LAUDERDALE DATA	OEU	$	212,148	$	377,340	$	439,911	$	168,516	$	1,197,915
WEST PALM BEACH PUBLIC SAFETY	OEU	$	172,390	$	389,970	$	419,190	$	169,852	$	1,151,402
MARION COUNTY SHERIFF'S OFFICE	OEU	$	165,963	$	370,710	$	373,888	$	218,241	$	1,128,802
COLLIER COUNTY SHERIFF'S OFFICE	OEU	$	191,137	$	327,097	$	389,192	$	185,620	$	1,093,046
LEE COUNTY - BOARD OF COUNTY COMMISSIONERS	OEU	$	144,059	$	333,641	$	395,758	$	213,754	$	1,087,212
GRAND TOTAL		$	5,344,979	$	12,308,058	$	13,275,243	$	7,212,547	$	38,140,828

Figure 3 – Top 20 OEU Customers in Total Revenue

3.2 Mobile Communications Service Technology - Networks

The wireless industry consistently experiences increasing demand for network functionality. With increasingly versatile internet-enabled equipment such as smart phones, televisions, personal computers, and tablets, consumers have a growing need and demand for immediate access to voice, video, and data services.

This demand is driving the wireless industry to support new levels of enterprise productivity for enhanced mobile solutions. Platforms are increasingly open, supporting an explosion of new applications and services directly to the mobile user. Service provider options are multiplying each day as businesses find themselves in a race to capture market share and revenue from new services. Businesses are responding to demand by boosting capabilities and introducing new technology as quickly as possible. Capital investment in network development and infrastructure has risen to unprecedented levels. This includes upgrading core network transport capacity, growing high-capacity access in major metropolitan areas, extending fiber optic lines closer to consumers, adding high-speed residential broadband technology to legacy phone networks, and improving content serving and distribution technologies[2].

The wireless industry is currently using Fourth-generation, Long-Term Evolution (4G LTE), technology, as defined by the radio sector of the International Telecommunication Union (IUT-R). These standards were set in March 2008. For mobile use, including smartphones, and other internet-enabled equipment, connection speeds need to have a peak download speeds of at least 100 megabits per second, and for more stationary uses such as mobile hotspots, at least 1 gigabit per second. Global capital spending on fifth-generation (5G LTE) technology is increasing much like the marketplace experienced with the evolution of 4G LTE technology. Today, 4G LTE provides the framework for the fastest connection available for wireless networks, which varies based upon wireless carrier and service topology. As the next evolution comes to reality, increased connection speeds and capabilities will improve as well.

5G LTE technology will utilize unique radio frequencies not used currently in 4G. 4G networks use frequencies below 6 GHz, and 5G will likely use extremely high frequencies in the 30 GHz to 300 GHz range. These higher frequencies are less congested with existing cellular data and will support a larger capacity for data. At its peak, 5G can be up to 20 times faster than 4G. Limited 5G demonstrations have taken place, with carriers anticipating the 5G release in test markets in late 2018, increasing the release in 2019 through 2020.

Some projections forecast that demand for additional network capacity will increase 25-fold over the next 3 years[3]. Each major improvement in network speed and capacity generates new services, devices, and applications that raise consumer expectations, using up the added capacity and creating the requirement to add even more capacity. For telecommunications, the standard will be continuous waves of increased demand and increased network capacity.

Improved coverage throughout the state remains a high priority for customers. Customers expect coverage not only in metropolitan areas with multiple carrier options, but also in rural and coastline areas. Currently service is provided by multiple carriers utilizing 3G and 4G LTE technology. Where coverage challenges exist in rural areas, coverage may be reduced to a

single carrier providing 3G technology, which does not provide the latest technical and is sometimes limited in data service capabilities, meaning data applications on smartphones do not work as expected.

Coupled with the demand for improved rural coverage is the demand for improved coverage within buildings. A barrier to this is building penetration, which is continually hampered by thick concrete and steel structures. To address this issue, many buildings are being equipped at the time of new construction or retro fitted with Distributed Antenna Systems (DAS) to extend coverage inside a building. As the evolution from 4G to 5G takes place over the coming years, the state should see improvements in this particular area due to the increased density of towers and small cell deployments, which is a requirement for the implementation of 5G technology.

3.3 Mobile Communications Service Technology - Equipment

Equipment available under the current MCS contracts includes cellular phones, smartphones, data-cards, tablets, telemetry devices, feature phones, and push-to-talk phones. Associated accessories are also available, which includes hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

During the duration of new MCS contracts, equipment must be compatible with the latest generation of wireless communication. The Department will need to ensure access to future releases of cellular phones and other internet-enabled equipment are compatible with 5G networks and other future generations of wireless networks. This should include devices that are band 14 enabled or otherwise appropriate for Public Safety Customers.

As the industry continues to see growth and development of new cellular phone features with other internet-enabled technology, emerging technologies may be incorporated into future cellular phone releases including facial recognition technology, augmented reality, improved durability, and longer battery life[1].

3.4 Mobile Network Operator versus Mobile Virtual Network Operator

A mobile network operator (MNO) is a wireless telecommunications provider that owns, manages, and controls all elements necessary to implement, sell, and deliver mobile services to the customer. These elements include radio spectrum allocation, network infrastructure, billing support resources, customer service resources, handset management, provisioning of software, and distribution channels for product and service delivery. In addition to obtaining market share by offering its own services an MNO may also allow or sell access to network services at wholesale rates to mobile virtual network operators (MVNO).

MVNO platforms do not supply spectrum, network routing and interconnectivity, but they provide application services, customer care, billing, handset management, and distribution channels for products and services. Also, commonly handled within the MVNO framework are “second brands” of incumbent MNOs and “branded resellers” that resell an MNO’s products and services

[1] https://mobilebusinessinsights.com/2018/01/future-technology-of-mobile-phones-what-can-you-expect-to-see-at-mobile-world-congress-2018/

under their own brand and are essentially a specialized marketing and sales distribution channel.

The current DMS MCS model is essentially an MVNO hybrid of second brands and branded reseller. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, handset management, and distribution and sales.

3.5 Leverage Existing State Infrastructure

Currently there is no state telecommunications infrastructure that is used for the mobile communication services platform.

3.6 Interoperability

Network interoperability has become increasingly important in the telecommunications industry. The basic idea behind interoperability is the ability for two or more networks, systems, devices, applications or components to communicate. With respect to the telecommunications industry, interoperability refers to the interworking of telecom services over multi-vendor, multi-carrier inter-connections. As networks continue to grow and diversify with the 5G and IoT era on the horizon, it is important they can interoperate to enable end-to-end communication.

Devices can interoperate with other devices either by adhering to a common protocol standard, abiding by a published interface standard or situating a gateway between them capable of translating each device's protocols. These common protocol standards serve as a platform for manufacturers, which note all the necessary components for interoperability into various systems and products.[2] Although interoperability has improved in the telecommunications industry, service providers are continuing to work towards interconnection of 5G and IoT devices through network infrastructure enhancement and uniformity of standards.

3.7 Security

Service Providers must provide device and network security, and responsiveness to ever changing security risk in today's telecommunication environment. Threats to the government's use of mobile devices are real and exist across all elements of provider networks and mobile devices. The stakes for government users are high. Government mobile devices — despite being a minor share of the overall market — present an avenue to attack back-end systems containing data on Floridians in addition to sensitive information relevant to government functions. Mobile devices hold significant amounts of sensitive information, whose compromise could adversely impact State and OEU operations. Additionally, databases controlled by the State and OEUs hold tremendous amounts of personally identifiable information that could be used to compromise financial wellbeing, privacy, or identity.

Threats range from advanced attacks, to organized crime using advanced fraud technologies, to simple theft of mobile phones. The threats to government users of mobile devices include the

[2] RCRWireless News (April 2018) *The Role of Network Interoperability in Telecommunications*. Retrieved on January 28, 2019 at https://www.rcrwireless.com/20180419/the-role-of-network-interoperability-in-telecommunications-tag27-tag99

same threats that target consumers, e.g., call interception and monitoring, user location tracking, attackers seeking financial gain through banking fraud, social engineering, ransomware, identity theft, or theft of the device, services, or any sensitive data. Government users may be subject to additional threats simply because they are government employees.

Areas of security vulnerability include:

- Mobile device technology stack, including mobile operating systems and lower level device components
- Mobile applications
- Networks (e.g., cellular, Wi-Fi, Bluetooth) and services provided by network operators
- Device physical access
- Enterprise mobile services and infrastructure, including mobile device management, enterprise mobile app stores and mobile application management

Guidance and best practice is identified for providers and customers through the U.S. Department of Commerce, National Institute of Standards and Technology, other government agencies, non-government organizations and private industry. Although security has improved, significant improvements still need to be made in this area as well as hardening on the new 5G network protocols, which are currently in development[3].

3.8 Operational Support

Operational support has transformed to meet the consumer's increasing needs related to increasing complex technology. Many service providers are now able to allow customers to self-manage account profiles and utilize self-service tools via online portals. This allows customers to self-manage inventory management, security management, policy management, and support management, which is not always appropriate for all customers depending on their technical staff and complexity of their needs. Customer care and operational support is provided in all service levels of the MNO and MVNO framework except for the branded reseller platform which focuses only on distribution.

The Department should require operational support for all operational needs including billing and technical support. The expectations of a service provider include trouble ticket systems, access to skilled technicians, access to skilled billing staff, policy enforcement, quality control and assurance, monitoring tools, and performance reporting. Service provider should allow customers the option to self-manage accounts. Service provider should function to a world class standard of customer focused service delivery, consistently striving for customer satisfaction that evolves with the technology over time.

[3] United States Department of Homeland Security (April 2017). *Study on Mobile Devices*. Retrieved on August 15, 2017 at https://www.dhs.gov/sites/default/files/publications/DHS%20Study%20on%20Mobile%20Device%20Security%20-%20April%202017-FINAL.pdf

3.9 Public Safety

Mobile technology continues to play a key role in today's public safety network. Service providers are working with the public safety community on enhanced emergency and first responder features.

FirstNet was established by the Middle Class Tax Relief and Job Creation Act of 2012 ("Act"). Under the Act, FirstNet is responsible for ensuring that all components of the Nationwide Public Safety Broadband Network (NPSBN), are built, deployed, operated, and maintained. The NPSBN provides services to public safety entities throughout the nation.

FirstNet is an independent federal authority with a statutory duty and responsibility to take all actions necessary to ensure the building, deployment, and operation of the NPSBN based on a single, national network architecture.

Mobile providers are now working to build out public safety networks, including FirstNet, dedicated to first responders. Key elements of the public safety networks are developed to enable first responders to communicate and coordinate during emergencies, large events, or other situations where commercial networks can become congested. Therefore, focus has been placed on priority and preemption, which allows providers to shift commercial traffic to other areas of their respective networks, allowing first responders seamless communication.

3.10 Compliance

The Federal Communications Commission (FCC) mandates all mobile network operators and all mobile virtual network operators comply with standards and requirements defined for all telecommunications service providers. Compliance with all Federal Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA) and Communications Assistance for Law Enforcement Act (CALEA) must be maintained. In addition to Federal mandates, state and local regulatory requirements must also be met to provide services within a given geographic region as appropriate.

3.11 Recommended Communication Services Technology

The following recommendation is provided for the MCS platform:

1. The Department should embrace solutions that allow the MCS contracts to easily evolve with changing technology and industry offerings without delays in service offerings.

2. The Department should ensure providers are ready to offer mobile communication network capabilities to all users with minimal cost related to new mobile devices and demonstrate a commitment to offer the latest generation of technology throughout the life of the contract.

3. The Department should work with service providers to ensure network and mobile device security continues to develop in accordance with security related standards and best practices.

4. The Department should support customers in managing security practices within their control.

5. The Department should ensure providers are able to offer a wide variety of equipment and accessories, fulfilling the diverse needs of the MCS customers.

6. The Department should ensure providers are able to offer world class customer service.

7. The Department should ensure public safety spectrum networks are offered by service providers to appropriate eligible users.

4 Market Conditions and Trends

Section 287.0571 (4)(g), F.S. A description of the current market for the contractual services that are under consideration for outsourcing.

4.1 Introduction

This analysis is intended to meet the statutory requirement of Section 287.0571(4)(g), F.S., which requires "a description of the current market for the contractual services that are under consideration for outsourcing." Information used for this analysis was gained through a number of methods and sources including:

- Discussions with the Department's staff and management;
- Review of extensive data and information provided by the Department regarding SUNCOM operations and billing;
- Review of current MCS contracts including amendments;
- Research on evolving mobile communication service offerings of large providers;
- Review of industry research

4.2 Market Conditions and Trends - Networks

The mobile communications industry has evolved drastically over the past 10 years as data driven customers with numerous technical devices consume more bandwidth. During this time, mobile network operators (MNO) have expanded their service offerings and overhauled their price plans to meet explosive demand, while rising capital expenditures underline the ongoing need to upgrade network capabilities. The mobile communications industry will continue to evolve over the next few years and beyond. Boundaries will blur among product categories as a

range of industry actors shape customer demand. New partnerships will play an ever more important role in driving new technology and innovation.

The push for the next evolution of mobile technology is the consumers desire to seamlessly transition between voice and data capabilities ubiquitously as they move from location to location utilizing mobile and Wi-Fi services. As seen in the migration from 3G to 4G, the 5G technology is predicted to drastically increase data usage per user. Future networks will require fast rollouts, significant capacity, agile, flexible, on-demand and software-oriented telecommunication technologies.

4.3 Market Conditions and Trends - Equipment

Demand for internet-enabled equipment, including smartphone, tablets, laptops, and public safety equipment, continues to grow. Market penetration by cheaper imports is increasing. These imports are both manufactured and distributed by foreign companies, as opposed to domestic smartphones, which are still manufactured by foreign companies but marketed and distributed by domestic companies. Foreign manufacturers are actively producing lower-priced smartphone models to siphon off a share of the lucrative US smartphone market. Thus, buyers have a wider range of products and prices to choose from, which boosts competition and buyer power. In addition, the influx of imports has forced larger suppliers to develop their own cheaper alternatives to remain competitive at the low end of the market.

Buyers of internet-enabled equipment have also been benefiting from low price volatility during the past three years. Although smartphones are costly, low price volatility indicates that buyers need not worry about sudden price shifts. Furthermore, even though vendors release newer and costlier versions of smartphones annually, increasing market saturation will limit price growth in the coming years as consumers become less willing to pay more for cosmetic updates.

4.4 Market Conditions Recommendations

The following recommendations are based on market conditions:

1. The Department should consider established wireless carriers, and wireless carriers that are emerging in the market that could possibly provide lower cost options.
2. The Department should consider tiered volume-based options with wireless carriers, creating the opportunity for discounts.
3. The Department should consider a wide range of equipment to cover basic and high-end mobile capabilities.

5 Options & Cost Benefit Analysis

Section 287.0571 (4)(h), F.S. A cost-benefit analysis documenting the direct and indirect specific baseline costs, savings, and qualitative and quantitative benefits involved in or resulting from the

implementation of the recommended option or options. Such analysis must specify the schedule that, at a minimum, must be adhered to in order to achieve the estimated savings. All elements of cost must be clearly identified in the cost-benefit analysis, described in the business case, and supported by applicable records and reports. The State agency head shall attest that, based on the data and information underlying the business case, to the best of his or her knowledge, all projected costs, savings, and benefits are valid and achievable. As used in this section, the term "cost" means the reasonable, relevant, and verifiable cost, which may include, but is not limited to, elements such as personnel, materials and supplies, services, equipment, capital depreciation, rent, maintenance and repairs, utilities, insurance, personnel travel, overhead, and interim and final payments. The appropriate elements shall depend on the nature of the specific initiative. As used in this paragraph, the term "savings" means the difference between the direct and indirect actual annual baseline costs compared to the projected annual cost for the contracted functions or responsibilities in any succeeding State fiscal year during the term of the contract.

Consideration of options for procurement of MCS was performed after careful review of mobile telecommunications markets and trends, from both a State of Florida perspective and nationally. Based on this understanding of markets and trends; the following analysis reviews a variety of factors, such as: budgets, resources, stability, reliability, cost, risks, time to implement, and simplification opportunities.

5.1 Business Models for Mobile Communication Services

5.1.1 Insourcing Mobile Network Operator

The business case is required to consider as an option insourcing of MCS, examining whether feasibility, cost-effectiveness, and efficiency is not better obtained by the Department directly delivering services. Insourcing would require the assets, capabilities and staff to construct and operate a Mobile Network Operations (MNO) platform for the State of Florida. This would require DMS to become one of the largest mobile telecommunications operators in Florida, in direct competition with service providers such as AT&T, Sprint, T-Mobile, and Verizon.

The Department would be required to:

- Negotiate interoperability with other national providers to allow for roaming;
- Establish a radio access network and acquire license for the use of needed spectrum. Since 1994, the Federal Communications Commission (FCC) has conducted auctions of licenses for electromagnetic spectrum. The Department would need to become a qualified bidder. The electromagnetic spectrum the Department would require would not necessarily be available for purchase through auction. The recent FCC Auction 73: 700 MHz Band received bids for geographic areas including the State of Florida, with gross bids of $19.2 billion[4];
- Establish of network-to-network interfaces with every local incumbent local exchange carrier in the State of Florida, as well as for other originating and terminating carriers such as long-distance service providers.
- Purchase and implement voice transport infrastructure services, including the design and buildout of cell phone towers across the State of Florida. The costs would include

[4] https://www.fcc.gov/auction/73

an initial investment in obtaining land through purchase or lease, building new cell phone towers, and ongoing operation and maintenance costs associated with the towers;
- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

Under this option, the costs to establish a large new statewide MNO are overwhelming and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

5.1.2 Insourcing Mobile Network Operator as MVNO

A second "insourcing" consideration is the development of a Mobile Virtual Network Operator (MVNO). An MVNO provides mobile services to end-users without owning its own frequency spectrum or network infrastructure, as it buys such capacity from a host MNO.

As an MVNO, the Department would not own and operate a network but would still be required to:

- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

Under this option, the costs to establish an MNVO are lower than an MNO, but are substantial and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

5.1.3 Combination Insourcing/Outsourcing

The Department is acting as a "second brand MVNO" for air cards, and as a "branded reseller MVNO" for all other equipment and services. Today, the Department operates its air card platform as a second brand-MNVO by providing customer care including device activation. DMS originally selected this model to ensure security for air cards. These security techniques include IP address management and isolation of customer traffic via closed user groups. Closed user groups are the segregation of traffic into steams which are only visible to that specific customer. DMS also provides billing and device management for its air card platform. However, the remaining MCS platform is provider managed and the Department only provides a distribution channel for those products and services.

Second Brand-MVNO is a model that provides customer care, billing, handset management, and distribution. This platform allows for market participation without spectrum and technical value add including interconnectivity and application development.

Branded Reseller-MVNO is a model where the MVNO provides only the distribution channel for products and services. All other support functions are handled by another MVNO or MNO. This is the most flexible and risk adverse platform in the MVNO model.

5.2 Evaluation of the Options for Mobile Telecommunication Services

The following is the evaluation of options available to the state for services similar to MCS:

5.2.1 Descriptions of Available Options for Insource and Outsource

Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining State provision of the service or activity shall be included.

This business case examines three options specifically for the scope of continued support, integration, and installation of MCS and ancillary features/capabilities following the expiration of the current MCS contracts.

Insource, Outsource, Insource/Outsource Combination

Insource - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

Outsource - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third party experience and efficiency.

Combinations of Insource and Outsource - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing

elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

5.2.2 Description of Options for a Mobile Network Operator

The options for procurement of MCS capability that are evaluated in this business case are:

1. An option based on insourcing whereby the Department creates a Mobile Network Operator and manages all mobile communication functions, like the operations of a competitive mobile network carrier. For reasons described above, Sections 5.1.1 and 5.1.2, are not further considered in this business case. (MNO, MVNO) – **Option 1**
2. An option based on a combination of insource/outsource whereby the Department outsources the significant mobile communication functions and uses a second brand MVNO platform to manage customer care, billing, and equipment management for air card service only and provides only a distribution channel for the mobile network provider's products and services. This is DMS' current model (Second Brand-MNVO and Branded Reseller-MVNO). – **Option 2**; and,
3. An option based on a combination of insource/outsource whereby the Department outsources all the mobile communication functions and acts only as a brand reseller providing only a distribution channel for the mobile network provider's products and services, including air cards. (Branded Reseller- MVNO) – **Option 3**

5.2.3 Description of Options for Forms of Procurement

Competitive Procurement - Section 287.057, F.S., and Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, provides:

Invitation to Negotiate (ITN) – Used when the agency knows the desired end result but is not sure how to get there; or, there are many ways to get to the end result; or, the qualifications of the provider and quality is more important than price. This option works best when highly technical or complex services are being acquired. The price structure for services is negotiated.

Invitation to Bid (ITB) – Used when the agency knows exactly what it wants. Price is the determining factor in the award.

Request for Proposal (RFP) – Used when the agency has a general idea of what it wants. Services and price are evaluated.

These procurement options are within the scope for outsourcing as required by Chapter 287.0571, F.S., and represent common procurement options utilized by the state for similar needs. This business case recommends an ITN as the best procurement option but leaves that determination to Executive Leadership. The services contemplated within this business case are highly technical which limits the Department's ability to establish precise specifications or specifically define the services and identify necessary deliverables. Pricing will not be the sole determining factor in determining a contract award and the Department desires the ability to negotiate the best method of service delivery.

5.2.4 Assumptions for Options

The financial modeling presented in this business case uses the "combination insource/outsource" framework.

5.3 Analysis of Advantages and Disadvantages

Section 287.0571 (4)(f) - An analysis of the advantages and disadvantages of each option, including, at a minimum, potential performance improvements and risks.

Advantages and disadvantages, including risks, for the alternative options as compared to continued separate mobile communication services contracting, and to each other, are as follows. Additional risk analysis are contained within each option and discussed in Sections 5.3.2 and 5.3.3. Potential performance improvements are discussed in Section 5.4.

5.3.1 Option 1 - Insourcing (MNO, MVNO)

For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

5.3.2 Option 2 – Second Brand-MNVO (Air Card Services only) and Branded Reseller-MNVO

Option 2 is a combination of insource/outsource functionality whereby DMS outsources the physical network associated with the mobile telecommunications services platform and collaborates with the service provider on service plans for contract cost and user pricing. The Department insources billing, and hardware management of the air card service, and provides the distribution channel for the vendor's products and services (excluding air cards).

Advantages

- Continues current operating mode, practices, and service provisioning;
- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity, and technology evolution are managed by the service provider;
- Customers experience the same billing and administration;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

Disadvantages or Potential Concerns

- Reporting capabilities may be limited in information, which hampers DMS analysis on services.

Risks

- DMS identified no risk with this option.

5.3.3 Option 3 – Branded Reseller-MVNO

This option is a combination of insource/outsource functionality where DMS outsources the physical network, operations, and billing. In this model DMS acts as a branded reseller providing only a distribution channel for the vendor's products and services.

Advantages

- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts
- Potential for lower overall pricing based on aggregation of usage and negotiation of commitment levels and pricing for tiered levels of utilization, similar to the mobile wireless data pricing model;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity and technology evolution are managed by the service provider;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

Disadvantages or Potential Concerns

- DMS would be required to create a process with the Vendor for the management of closed user groups.
- Customers have to review air card charges on their bill without DMS review.

Risks

- Since DMS would no longer control the service, there would be an implementation and transition risk when transitioning air card services.
- There is a potential security risk if DMS does not administer the air cards and the closed user groups.

5.4 Potential Performance Improvements/Service Features

The Department should consider the following service improvement and service features.

- Future contracts should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.
- Future contracts should continue to allow platform flexibility, scalability, and support for industry standards, enabling a seamless integration of third-party technologies and applications.
- Future contracts should have higher statewide coverage through multiple carriers. Providers should offer multiple solutions, including equipment for coverage and building penetration. Equipment offerings for improving building penetration should be vendor neutral and at minimum to no cost for customers.
- Future contracts should require detailed reporting capabilities allowing DMS to evaluate the entire product and service offerings for future MCS platform evaluation.

- Future contracts should continue to require a combination of feature rich equipment and basic low-cost options and provide a comprehensive suite of enhanced services fulfilling the customer's diverse needs.
- Future service delivery should include voice services over Wi-Fi service connections.
- Future service delivery should have a consideration of technology evolutions in public safety communication services.
- Future service delivery should provide the capability for all aspects of the service to be partitioned to provide a scope-of-view and scope-of-command, allowing network administrators (user agents) to manage all their devices.
- Future contracts should include a high standard of measurable, achievable and motivational Service Level Agreements for DMS and its customers, supported by a tool set for monitoring service levels, and backed up by appropriate financial consequences.
- Future contracts should continue to require a waiver of vendor's service activation fees.
- Future contracts should provide for service plans for both work and personal accounts.
- Future contracts should provide discounts for volume purchases.
- Future contracts should allow for frequent equipment upgrades at minimal to no cost to customers.
- Future contracts should provide options for equipment and lower cost devices from emerging brands.
- Future contracts should increase the standard for operational support, achieving a world class standard of customer service delivery.
- Future contracts should increase the standard for equipment warranties, simplicity of repair, and replacement for faulty equipment.
- Future contracts should require detailed commitment on data utilization, allowing for limited and unlimited data, data limits, data throttling, waivers on data limits for Public Safety plans, and sharing data limits in aggregation across devices.

5.5 Cost Benefit Analysis for Each Option

The Department of Management Services uses a margin percentage to markup costs from the MCS services provider and related ancillary service devices to recover internal DMS costs. The optional services and features of MCS are material to the financial analysis on a separate basis, and are not addressed as separate line items, but instead are included in service model revenues.

The financial analysis compares the options and provides financial metrics to determine which options will:

1. Maintain low costs for DMS in procuring and managing services;
2. Maintain low costs for agencies utilizing MCS; and
3. Provide the greatest benefit for the least cost.

The financial analysis included:

1. Revenue – both air card revenue and all other revenue

2. Direct Costs – direct costs of vendor payments for air cards, infrastructure adjustment, salary and benefits, data processing, and non-salary overhead.
3. Indirect Costs - included salaries and benefits, expenses, contracted services.
4. Net Revenue – includes potential rebates and other adjustments
5. Net Revenue, Post Rebate-Operations Balance – adjusted for customer rebates with a buffer for maintain operational payment and cost control

The analysis forecast the models with the cost recovery rate at either one, one and a half, two, or two and a half percent, which is adjusted in the net revenue with varying customer rebates. An operations revenue buffer of $850,000 annually is assumed to be maintained for operational payment and cost control.

5.5.1 Financial Model Base Case

This business case analysis first establishes a baseline of DMS' current business and financial environment for MCS, determined from historical business and financial data provided by DMS staff, including historical volumes, costs, revenues and vendor contracts. In modeling the various business case options, historical data was utilized to build an understanding of the fiscal flow of revenue and cost for the service. The model reviews the total volume, revenue, and cost for the services utilized by the agencies through this contract.

Service Forecasts were developed over the 10-year period from the date of MCS contract execution corresponding to fiscal year 2021-2022 through fiscal year 2031-2032, which includes a 5-year renewal period. Based on projections for DMS' MCS Services, direct and indirect costs were forecasted over the 10-year period. These projections were compared against the baseline scenario (which forecasted no changes to existing contracts, pricing, or DMS' business model) to determine the potential cost savings to DMS and to its customers. Options 2 and 3 were also compared against each other to determine which Option resulted in the lowest cost.

Over time, DMS may achieve cost savings to the state through migration and integration of newer technologies solution that achieve improved abilities to pass on reductions to the end customers.

5.5.2 Option 1 – Insource

For reasons described Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

5.5.3 Option 2 – Insource/Outsource (Second Brand/Hybrid Light MVNO)

Option 2 represents the current MCS platform. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, device management, distribution and sales. In the mobile communication market, DMS is acting a second brand or light mobile virtual network operator (MVNO) for air card, and as a "branded reseller MVNO" for all other equipment and services. This platform is an intermediate model between a branded reseller (Option 3) and a fully defined light MVNO. It allows control of distribution channels, increased level of control over back office processes, billing, device management, and value-added services definition and operations for

air card services. The current MCS platform manages many of these aspects as they relate to MCS air card services. Currently there are 7,956 air card devices that have been issued.

5.5.3.1 Technology Requirements

Option 2 envisions current technology requirements to remain the same as it is in the current contracts, however future contracts should allow for flexibility to allow for emerging technologies throughout the life of the contract. All MCS products and services are technically supported by the mobile communications provider except for air card services. Today air card services are supported by both the mobile communications provider and DST. Support regarding the air card device or service is handled by the mobile communications provider. Support for system configuration and closed user group access is provided by DST.

The current MCS contract addresses the following technical requirements.

- Voice Services
- Wireless Data Services
- Transmitted Data Security
- Closed User Group (Supported by DMS internally)
- State Provided IP Addresses (Public and Private)
- Wireless Device IP Routing Scheme
- Service Provider Furnished Public Routable IP Address Space
- Entity Specific Circuit
- Wireless Router and/or WWAN Modem
- Emergency Operations Features
- Security Feature Set
- Service Grade
- Authentication
- Activity User Log
- Text Message Service
- Message Logging
- Tracking Geographical Device Services
- Wireless Applications
- Voice and Data Coverage Maps
- Roaming
- Network Neutrality
- Priority Connection Services
- Applicable Test Plan
- Data Monitoring Suite
- Voice Monitoring Suite
- Voice Handheld Devices
- Minimum Technical Requirements
- Data Devices
- Text Devices
- Helpdesk Services

- Network Trouble Reporting
- Client Testing and Evaluation
- Operational and User Guides
- Escalation Requirements and Procedures
- Planned Outage Notification
- Unplanned Wireless Outage Notification
- Existing Wireless Data Customer Migration

5.5.3.2 Billing

Option 2 envisions billing to remain the same as it is in the current state. All MCS products and services are directly billed from the mobile communications provider except for air card services. Today air card services are managed and billed within DST and this accounts for on average 385 invoices a month.

5.5.3.3 Customer Service

Option 2 envisions customer service to remain the same as it is in the current state. All customer service needs related to MCS products and services are handled by the mobile communications provider except for air card services. Today select air card services are managed within DST. This select service is considered the closed user group and currently makes up 148 air card users. Support and maintenance of this user group service is handled by DMS internally.

5.5.3.4 DMS Role

The DMS role will remain the same as it is in the current MCS platform. DST will continue to work with its MCS customers and service providers to provide the best mobile communications network.

5.5.3.5 Direct & Indirect Cost

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 2 envisions DMS staffing time for the air card billing process, in addition to the DMS staffing time required for contract management and monitoring that would be required for both 2 and 3.

5.5.3.6 Overall Cost

To comply with the statutory requirement to "develop a system of equitable billings and charges for telecommunications services" stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates which are assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM's costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM's costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support services are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged

to SUNCOM's Wireless Data Service customers have been between two and a half to three percent of the Customer's monthly invoice amount.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. To address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued to air card customers when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and air card customers have received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service. Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

5.5.3.7 Potential Savings

It is anticipated that over the life of the new MCS contract that cost avoidance will be achieved through leveraging State buying power and continuing to maintain lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

5.5.3.8 Transition Costs/Considerations

There are minimal transition cost risks considered in Option 2 as this option leaves MCS in its current state. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

5.5.3.9 Total Estimated Cost over 10 Years

Overall Cost for Option 2 is expected to be $36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32.

5.5.3.10 Risk Analysis

Risk analysis of MCS platform remaining in its current state.

In maintaining the current model of multiple contracts for MCS with the possible entrance of new providers and new emerging technology may create significant risks and required efforts on both the enterprise and customer side. Some of the emerging technology may include 5G network and related technology offerings, emerging public safety integration, device transitioning, and future technological innovations.

The most significant risks and required efforts are on the customer side of transitioning to a new or different MCS platform. Each agency will be required to assess current capabilities and requirements for transition to a new or different MCS platform. Standards, methods, and practices for transition to a new or different MCS platform have been developed through experience by all large carriers who have accomplished this transition for other enterprise customers besides the State of Florida. Furthermore, some additional training of agency IT staff may be required, but it is anticipated that this can be provided over time.

Also, with this option the lack of visibility of detailed reporting information regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

5.5.3.11 Mitigation Plan

Mitigation of negative consequences of MCS platform remaining in its current state is provided by the following factors:

1. The industry will be adapting to emerging technologies as the standard platform for mobile telecommunication services.
2. The current MCS business process and platform experience can be leveraged in any new technology and vendor transitions.
4. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
5. The MCS business process would remain on an existing and operating network with which all users are familiar. Current users are familiar with the day to day operation of MCS.
6. Existing MCS contracts remain in place throughout the transition period.
7. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.

5.5.3.12 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings is indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. See Section 5.5.5 for the draft timeline.

5.5.4 Option 3 – Insource/Outsource (Distribution Channel Only)

This option represents the lightest MVNO business model, where DMS would only provide its distribution channel to the mobile network operator (MNO) while the MNO provides the rest of the business, from access network to the definition of the mobile service offer. This is the model that requires the lowest investment and overhead for DMS. However, most of the business services remain with the network provider. Therefore, this option provides very limited control of the business and value proposition of the service.

5.5.4.1 Technology Requirements

All technology responsibilities are outsourced to the mobile communications provider in Option 3. This includes all technology requirements as outlined in Option 2 and includes air card services.

5.5.4.2 Billing

All billing responsibilities are outsourced to the service provider in Option 3.

5.5.4.3 Customer Service

All customer service responsibilities are outsourced to the service provider in Option 3.

5.5.4.4 DMS Role

The DMS role in Option 3 is to only provide a distribution channel for the service provider.

5.5.4.5 Direct & Indirect Cost

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 3 envisions 2 FTE for the management of the MCS contract and services**.**

5.5.4.6 Overall Cost

To comply with the statutory requirement to "develop a system of equitable billings and charges for telecommunications services" stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM's costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM's costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support service rates are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged to SUNCOM's Wireless Data Service customers has been between two and a half to 3 percent.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. In order to address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and has received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service.

Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

5.5.4.7 Potential Savings

It is anticipated that over the life of the new MCS contract that cost savings will be achieved through leveraging State buying power realizing lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

5.5.4.8 Transition Costs/Considerations

There are minimal transition cost risks considered in Option 3 as this option leaves MCS in its current state with the exception of air cards, which become the responsibility of the service provider. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

5.5.4.9 Total Estimated Cost over 10 Years

Overall Cost for Option 3 is expected to be $36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32. DMS's participation in administering air cards is an incidental cost and does not impact the overall cost for Option 3.

5.5.4.10 Risk Analysis

This paragraph presents a risk analysis of DMS providing only a distribution channel for MCS services and having the vendor manage the entire MNO value chain. The risk differential between Option 2 and 3 are minor.

The risks in Option 3 would encompass the risks outlined for Option 2 in Section 5.5.3.10, with the addition of migration of the closed user group (private network access to MyFloridaNet).

Also, with this option the lack of visibility of detailed reporting information is a risk. Data regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

5.5.4.11 Mitigation Plan

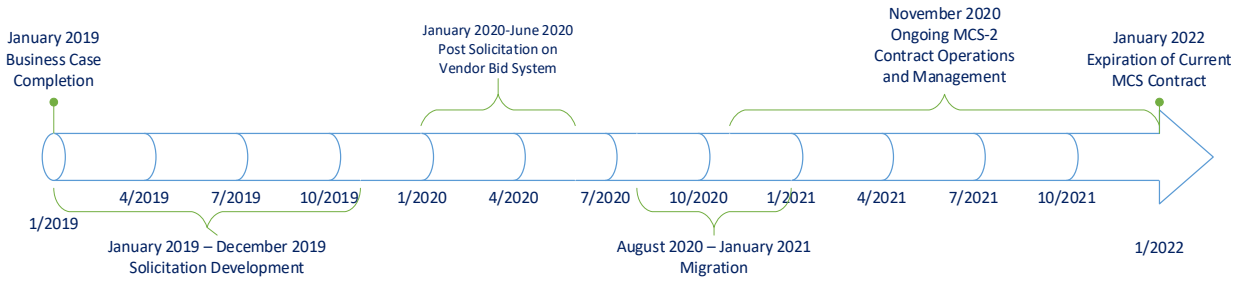
Mitigation of negative consequences of DMS providing only a distribution channel for MCS services and having the service provider manage the entire MNO would encompass the following:

1. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.
2. Work with the service provider and required resources to implement, troubleshoot, manage, and monitor the transition of the closed user group air card services. This would include training and other oversight needed for successful migration.
3. Work with customers and required resources to manage the MCS transition, including training and other oversight.
4. The industry will be adapting to emerging technologies as the standard platform for MCS.
5. The current MCS business process and platform experience can be leveraged in any new technology and service provider transitions.
6. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
7. The MCS business process would remain on an existing and operating network with which all customers are familiar. Current users are familiar with the day to day operation of MCS.
8. Existing MCS contracts remain in place throughout the transition period as an alternative.

5.5.5 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings as indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. The image below is a placeholder until final timeline is developed with Executive Leadership. Changes to this timeline are expected to have minimal impact on the estimated savings resulting from the execution of Contracts.

Mobile Communication Services Draft Timeline



- January 2019 — Business case completion
- January 2019 – December 2019* — Solicitation development
- January 2020* - June 2020* — Post solicitation on Vendor Bid System
- July 2020* — Sign contract
- August 2020* - January 2021* — Migration
- November 2020 — MCS-2 operations and management begins
- January 2022 — Expiration of current MCS contract
- July 2025 — Completion of the initial five-year term
- July 2030 — Expiration of the MCS-2 contract, if renewed in full

**These dates are subject to change following internal review processes.*

6 Recommended Option & Detailed Discussion

The recommended option for this portion of the business case is in accordance with Subsection 287.0571(4), F.S., which outlines the requirements for contracting with private sector vendors as they can effectively and efficiently provide services and reduce the cost of government. This statute requires analysis of feasibility, cost-effectiveness, and efficiency before proceeding with outsourcing of services.

A detailed analysis for this decision provides the following key findings:

1. An analysis of the mobile communications market concludes that the MCS platform being provided today is following the correct technological path in terms of capability and service delivery;

2. The MCS reporting and analysis information regarding device type, usage of service, and other data needs to be more detailed and provided to DMS on a monthly basis;

3. An MCS platform enables a connected enterprise characterized by access to people and information virtually anytime and anywhere for faster communication and greater collaboration using a variety of devices or mediums;

4. The mobile communications industry is ever evolving and with multiple providers instead of a single service provider approach, DMS is able to provide the customer with new technology at competitive pricing;

5. As the mobile communications market continues to evolve, review of SLA requirements will need to be a priority for DMS contract management to ensure MCS customers receive the best possible service solution;

6. Improved customer awareness of the capabilities of the service offering portfolio will extend the adoption of MCS to a broader customer base;

7. Innovative technology offerings to DMS customers will provide the opportunity for growth of the MCS platform;

8. The assumption of growth of MCS services will directly result in an increase for data consumption by all customer segments;

9. The telecommunication advancements in Public Safety are continuously evolving and creating new service offerings specific to Law Enforcement, EMS, and other First Responder networks.

6.1 Summary of the Three Options Considered in This Business Case

In summary the three options considered for the next generation for Florida's mobile communications services platform are outlined below. The current services are provided by DMS, Verizon, AT&T, and Sprint.

The three options are:

1. Option 1 - Insourcing of Mobile Communications Services and support functions. For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.
2. Option 2 - Combination of Insourcing and Outsourcing (Current MCS Model) whereby DMS outsources all of the mobile telecommunication services except for the management, support, and billing of air card services.
3. Option 3 - Combination of Insourcing and Outsourcing whereby DMS outsources all of the mobile telecommunication services and acts only as a distribution channel for the service provider.

Each of these three options has been evaluated about the following attributes as supported by Section 5.6:

- Risks, disadvantages, pros and cons;
- Assumptions and constraints; and
- The schedule of key events.

6.2 Option 1 – Insource

The Department of Management Services would request the establishment and funding for state FTE positions and physical assets to support mobile communication operations as appropriate. Upon approval, DMS would establish an internal mobile communications services organization composed of these full-time state employees based upon the choice of services to insource and outsource. These positions would be incorporated into the department's Legislative Budget Request (LBR) for funding each fiscal year. The level and appropriateness of outsourcing will be determined by what services are deemed attainable through state resources.

6.3 Option 2 – Combination Insourcing and Outsourcing (Current MCS Model)

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing mobile communications service portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option is predicated on DMS maintaining support and management of all air card services. This option is the current MCS platform. Option 2 – Combination Insource and Outsource, provides the low risk to the state while allowing competitive market

forces to keep the total cost of service delivery low. This option leverages DMS' existing staffing and service capabilities.

6.4 Option 3 – Combination Insourcing and Outsourcing (Distribution Channel Only)

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing MCS portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option outsources all mobile communication services and operations to the service provide while DMS acts only as a distribution channel. Support for air card services would be maintained by DMS until adequate time has been provided for a migration of services to the provider. This option leverages DMS' existing staffing and service capabilities.

6.5 Recommendation

It is recommended that DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) as outlined by Option 2. This procurement should identify and incorporate the evolution of new mobile communication technologies and service offerings.

With the evolution of a Public Safety mobile communication network, consideration should be given to a multiple ITN approach.

7 Business Case Recommendations Summary

The following section is provided as an overall summary of recommendations collected from throughout the business case. They represent key points that should be considered as DMS moves forward with its chosen path for MCS. Recommendations include:

1. DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) to maintain its currently structured mobile communications services portfolio as outlined by Option 2.

2. The MCS solution should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.

3. Internal support for closed user group should work with all providers to establish a private network access to MyFloridaNet.

4. Timely review of services and offerings which allows DMS to provide the most advanced mobile communication services. Market technology such as signal boosters and wearable technology are driving the need for data consumption and consumer demands.

5. Prioritize the review of current SLA requirements to ensure MCS customers are receiving the best possible service in a continuously evolving market.

6. DMS develop and implement SLAs that require consistent and timely reporting of device type, usage of service type, plans and features, and other valuable informational data is necessary. This reporting data is needed for service evaluation and monitoring, and future analysis of the Mobile Communication Services contract to ensure the most advantageous services and pricing for the State of Florida.

7. DMS maintain the necessary resources and support staff needed to manage the MCS air card users, closed user group, and its potential growth of new users. Service delivery for this offering must be managed end-to-end within the delivery configuration to ensure proper network administration is maintained. Further, all back-office functions (customer service requests and invoicing) must be properly maintained by DMS resources.

8. Create a report template to be distributed and used monthly by all contracted service providers to ensure consistency and ease of review.

9. DMS maintain the necessary resources and support staff needed for contract management and SLA monitoring to ensure proper service quality for the State of Florida.

10. Tiered or bulk pricing offerings should be explored.

11. The MCS procurement should have the goals of improved SLAs, improved reporting, and continued low pricing.

8 State Business Process & Policies

Section 287.0571 (4)(i), F.S. A description of differences among current state agency policies and processes and, as appropriate, a discussion of options for or a plan to standardize, consolidate, or revise current policies and processes, if any, to reduce the customization of any proposed solution that would otherwise be required.

In the context of the SUNCOM service portfolio, there are no impacts to existing state agency processes or policies that are not currently being managed effectively by DMS. The intended service delivery maintains a current steady state of services to all SUNCOM customers and as such the new MCS procurement does not present any additional burden on the state.

9 Performance Metrics Review

Section 287.0571 (4) (j), F.S. A description of the specific performance standards that must, at a minimum, be met to ensure adequate performance.

The current MCS contracts contain Service Level Agreements (SLAs). After review of these SLAs, the performance standards and measurements that should be met to ensure adequate performance includes:

Escalations – any future contract(s) should continue to require escalation procedures to maintain a high level of customer service to Customers.

Migration – any future contract(s) should continue to require migrations be completed within 120 days of Contract execution to maintain a high level of customer service to Customers, and a robust standard of project management.

Maintenance – any future contract(s) should continue to require notification for planned and unplanned maintenance that could affect service delivery to maintain a high level of customer service to Customers.

Appliance Failover – any future contract(s) should continue to require rapid failover to the secondary IPsec Virtual Private Network (VPN) appliance to maintain connectivity to MFN.

In addition to current SLAs, the following recommended performance standards will ensure adequate performance:

Contractor Staffing – any future contract(s) should ensure that key staffing positions are filled with personnel with the appropriate experience and qualifications with remedies for identified deficiencies.

Contractor meetings – any future contract(s) should ensure that the Department is able to adequately monitor the contracts. Ongoing operational and topic specific meetings are an appropriate tool to assist with such monitoring.

Project Management – any future contract(s) should ensure that the Department is able to adequately monitor the transition from current to future contracts. The transition should be conducted in an optimal way to achieve the standards of transition.

Billing and Reporting – any future contract(s) should ensure that the Department is able to receive invoices, credits, and reporting on cost recovery and direct billed accounts in a timely manner with all required information. Additionally, future contract(s) should require Public Safety specific reporting on Customer utilization.

Public Safety – any future contract(s) that offer public safety specific options should require a high standard of coverage across the State, compliance with industry standards for Public Safety LTE communication, and offer deployable technologies for emergency situations. Additionally, the future contract(s) should ensure Public Safety Customers have local control to enact priority and preemption of their service, a local control portal, and Pubic Safety specific customer support.

10 Projected Timeframe

Section 287.0571 (4)(k), F.S. The projected timeframe for key events from the beginning of the procurement process through the expiration of a contract.

The MCS procurement to contract expiration timeline is suggested to be established for five years, with a renewal/evaluation interval at year five, at which time new negotiations for service features and reduced pricing should take place. This contract should be put in place prior to the expiration of existing MCS contacts to allow for any migration of services needs to be met with a new portfolio of services.

See 5.5.5 for the presentation of the projected timeline and key events.

11 Public Records Compliance

Section 287.0571 (4) (l), F.S. A plan to ensure compliance with the public records law.

The procurement and a subsequent awarded contract should state that any and all records produced are subject to Ch. 119, Florida Statutes. The service provider shall allow DMS access to all documents, papers, letters, or other material subject to Ch. 119, Florida Statutes for which public record requests are made or received by the department.

12 Contingency Plan

Section 287.0571 (4) (m), F.S. A specific and feasible contingency plan addressing contractor nonperformance and a description of the tasks involved in and costs required for its implementation.

Using multiple providers as a strategy to achieve maximum coverage also minimizes the need for contingency planning related to contractor nonperformance. Having multiple contracts facilitates end-users discontinuing services from a nonperforming provider. DMS anticipates continuing its contract strategy where there are no term commitments for devices, therefore any costs related to Contractor nonperformance would be limited to the cost of moving any locked phones for one provider to another.

Future contracts should maintain provisions to address the termination for cause in the event of non- performance by the Contractor and remedies for non-performance consistent with those available in rule 60A- 1.006, F.A.C.

DMS should include SLAs in the contract in the event the service provider does not meet established performance expectations. The SLAs should provide incentive for a contractor to cure problems with performance before an event of default occurs.

Suggested Remedies for DMS for Default and Obligations upon Termination:

- Terminate the contract by providing the service provider with appropriate written notice of the effective date of termination;
- Seek equitable relief and/or institute legal proceedings against the service provider to collect payment of any money owed including, but not limited to, re-procurement costs, system replacement costs, and liquidated damages; and initiate proceedings to have service provider placed on the Suspended Vendor

list;

- Once placed on the Suspended Vendor list, state agencies will be advised not to do business with the service provider without written approval from State Purchasing until the state receives reimbursement for all re-procurement costs.

Recommended Termination Assistance Services:

- Service provider must cooperate fully with DMS and any new service provider;
- All processes and procedures performed by the service provider must be explained and appropriate documentation provided for each service layer under contract;
- Answer questions related to the migration and transition of services; and
- Termination assistance services rendered prior to the termination date of the contract will be at no additional cost to DMS. Services rendered after termination of the contract will be at a reasonable rate.

13 Transition Plan

> *Section 287.0571 (4) (n), F.S. A state agency's transition plan for addressing changes in the number of agency personnel, affected business processes, employee transition issues, and communication with affected stakeholders, such as agency clients and the public. The transition plan must contain a reemployment and retraining assistance plan for employees who are not retained by the state agency or employed by the contractor.*

Subsection 287.0571(4)(n), F.S., requires a business case to address issues that may arise when work currently being done by state employees is transferred to a contractor. There is no expectation of a need to reemploy or retrain agency personnel. The DMS staff that perform services related to MCS are expected to not have changes to their roles under Option 2. Therefore, utilizing Option 2 does not require reemployment or retraining assistance and no transition plans for employees are necessary.

14 American With Disabilities Act Of 1990, As Amended

> *Section 287.0571 (4) (o)F. S. A plan for ensuring access by persons with disabilities in compliance with applicable state and federal law.*

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications. To ensure that the service provider is compliant with state and Federal ADA laws, the procurement should request that the service provider outline a plan to identify and address any ADA concerns. Future contracts should include the requirement to comply with the provisions in Part II of Chapter 282, Florida Statutes, specifically relating to accessibility of information and technology for those with disabilities.

15 Contract Provisions

This business case does not address specifics of the contract provisions as set forth in section 287.0571(5), F.S., as they will be fully defined in the ITN. The ITN will take into consideration all other sections of the business case to aid in the development of the contract language as appropriate.

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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ITN No.: DMS-19/20-006
Attachment E – Definitions and Acronyms

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

Access	When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.
Business Days	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.
Contractor	The Responsive and Responsible Respondent(s), awarded a Contract, if any, pursuant to this ITN. This definition supersedes the definition in section 287.012(7), F.S.
CPNI	Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.
CRR	Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.
CSAB	Communications Service Authorization and Billing system. https://portal.suncom.myflorida.com/start/#/login
Customers	The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.
End-user	The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.
EUPL	End User Price List
HA/HR	Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.
IP	Internet Protocol
IPsec	An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration.

IPsec Tunnel	Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.
MFN	MyFloridaNet
OEU	Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations.
Person	When capitalized in Sections 9 and 13 of Attachment B, Draft Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.
Reply	A formal response to this ITN.
Respondent	An entity that submits a Reply to this ITN.
SLA	Service Level Agreement
SLA Clock	Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.
SNMP	Simple Network Management Protocol
State	The State of Florida
State Data	All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.
Subcontractor	A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.
VPN Concentrator	Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.
VRF	Virtual Routing and Forwarding
WDS	Wireless Data Service
WVS	Wireless Voice Service

Department of MANAGEMENT SERVICES
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4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 1 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-20/21-006

Date: November 9, 2020

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

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1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		~~November 9, 2020~~ **November 16, 2020**
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	~~November 23, 2020~~ **November 30, 2020**
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149	3:00 PM	~~November 23, 2020~~ **November 30, 2020**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		~~December 1, 2020~~ **December 4, 2020** to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477	10:00 AM	April 19, 2021

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

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Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 2 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-19/20-006

Date: November 16, 2020

To: Prospective Respondents to ITN No: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Respondent Questions and Department Answers

ITN No: DMS-19/20-006, is hereby amended as follows (deletions are shown by strikethrough and additions are underlined):

1. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.3.1, the third sentence, is hereby amended as follows:

   For closed user groups, the Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by the State ~~DMS~~ and Other Eligible Users.

2. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.9, paragraph 2, is hereby amended as follows:

   The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. ~~The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations.~~ The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

3. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.12, paragraph 4, is hereby amended as follows:

   The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a generalized description ~~copy~~ of the Contractor's associated security procedures upon request.

4. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.14.3, paragraph 3, is hereby amended as follows:

   The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each type requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

5. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.17.1.e, is hereby amended as follows:

   e. ~~Maintenance~~ Notifications, SLA B7, B8, B9 (Subsections 3.19.4)

6. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.19.4, is hereby deleted in its entirety and replaced as follows:

   4. Notifications. Electronic notifications are required during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.** Electronic notifications are required in advance of maintenance activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, and estimated duration of the service impact. **Attachment C, SLA-B8 and SLA-B9.**

7. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.23.1, is hereby amended as follows:

   1. Provide all reporting activities listed in SOW subsection 3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans ~~3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)~~.

8. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.26.3, is hereby amended as follows:

   The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

   1. WDS and WVS Operations Guide~~s~~. The Contractor shall create and maintain one (1) WDS and WVS Operations Guide~~s~~ describing the operational relationship between the Contractor and DMS. The guide~~s~~ must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guide~~s~~ must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide one (1) WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

9. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 4.5, is hereby amended as follows:

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices ~~equipment~~ (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) ~~sixty (60)~~ Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer ~~State agencies~~ regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

10. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.8, Work Orders, is hereby amended to delete the following:

~~**Attachment C, SLA-G1.**~~

11. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.10, Invoicing Requirements, is hereby amended as follows:

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1.** Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

12. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 5.12, Audit of Contractor Invoices, is hereby amended with the following text added:

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an

electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) one (1) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) one (1) billing cycles, the charges will be adjusted as determined by DMS.

13. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 6.6, Customers Liability is hereby amended with the following text added:

    No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

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14. ITN No: DMS-19/20-006, Attachment C: Service Level Agreements, SLA-B7, SLA-G2, and SLA-G3 are hereby amended as follows:

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Services and Devices for Mobile Communication Services	SLA-B7	Notification, Significant Service Impact ~~Planned Maintenance~~	Notification of significant service impact received one (1) hour after beginning of impact, in accordance with SOW subsection 3.19.4 and section 4. ~~received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4~~	$2,500 per failure to notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically one (1) hour after the determination of significant service impact. ~~two (2) Business Days prior to any planned maintenance for which notice is not provided.~~
Direct Ordering and Billing	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$1,000 per day	
Direct Ordering and Billing	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	

Enclosure:
Questions and Answers

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Invitation to Negotiate
Mobile Communication Services
ITN No. DMS-19/20-006
Questions and Answers

The Department's answers to timely submitted questions are below.

Question Number	Section	Page Number	Question	Answer
1	ITN, 3.6.1	12	We are in the telecommunications business and have the ability to provide cellular voice, data and sms services as required by this ITN. Section 3.6.1 requires minimum compliance with "Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement." This renders this ITN open to only AT&T, T-Mobile and Verizon. Am I reading this correctly?	No. Please see the entirety of ITN Section 3.6.1, including: "A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements."
2	N/A	N/A	Would it be possible to supply the SOW and required forms in Microsoft Word format for recently released ITN # DMS-19/20-006?	Vendors may contact the Procurement Officer in writing via email to request Attachment A, Statement of Work (SOW), in Microsoft Word format. Only the SOW will be provided in Microsoft Word format.
3	N/A	N/A	Would the State please provide a word version of each ITN document?	Please see Answer No. 2.
4	ITN, 1.3	4	When will the new agreement commence – May 2021 or after expiration of existing agreement?	The anticipated contract execution date is May 2021 to allow time for migration to new Contract(s), if awarded.
5	ITN, 1.3	4	Will the agreements run concurrently?	Yes. The Department expects any Contracts entered into as a result of this ITN to be concurrent.
6	ITN, 1.8	5	Will the State please consider extending the final deadline one month due to the complexity of the RFP?	No.

Question Number	Section	Page Number	Question	Answer
7	ITN, 1.8	6	Will the State provide answers to Respondents questions as available (before 11/9)? Respondents would like answers ASAP to confirm about ability to support requirements.	These answers to Respondent's timely submitted questions are being posted in accordance with Section 1.8, Timeline of Events, of the ITN.
8	Attachment A – Statement of Work	N/A	For requirements that do not allow comment, how should Respondents provide clarifications regarding our ability to support the request?	See ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
9	Attachment A – Statement of Work: 4.4 & 4.8	54-55	Requirement 4.4 only references 3GPP and does not synch with 4.8 NPSTC standards. Does the State require Respondents to certify NPSTC compliance prior to (or during) the proposal stage?	Subsection 4.4 requires public safety service plans and devices to adhere to the 3GPP standard. Subsection 4.8 requires the Contractor to demonstrate that a PTT device or service adheres to the NPSTC standard before it can be advertised or marketed as 'mission critical.' Respondents are not required to certify NPSTC compliance in their Replies.
10	Attachment A – Statement of Work & Attachment C – Service Level Agreements	SLA-F2	Please confirm which requirement SLA-F2 applies.	SLA-F2 applies to SOW subsection 5.10. Please see Section 11 of Addendum No. 2.
11	Attachment A – Statement of Work & Attachment C – Service Level Agreements	SLA-G1	Please confirm SLA-G1 applies to 6.2 (not 5.8).	Confirmed, SLA-G1 applies to SOW subsection 6.2. Please see Section 10 of Addendum No. 2.
12	Attachment A – Statement of Work: 5.8	60	Does 5.8 Work Orders have an associated SLA? If yes, please confirm SLA#.	No.
13	ITN, 3.6.1	12	The State of Florida's minimum qualification requirement for 3.6.1, for being a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population, significantly limits competition. Many potential bidders, who have proven their ability to	Section 3.6.1 will remain the same.

Question Number	Section	Page Number	Question	Answer
			add value to large enterprise and Government customers, do not have the proper FCC certifications. ***We are a facilities based network provider with POPs all over the country and we have relationships with all major wireless providers which gives us carrier-agnostic wireless coverage of well over 90% of the nation's non-rural population.*** We believe ***there are additional companies*** that can add significant value that may not have proof of the volume of coverage. Can the State of Florida revise this requirements to be less restrictive to encourage more competition?	
14	N/A	N/A	Would D.M.S. accept responses from a Mobile Virtual Network Operator (MVNOs) if it creates more competition amongst all of the respondents and ultimately better competitively priced services for SUNCOM customers?	Mobile Virtual Network Operators (MVNOs) are not precluded from submitting a Reply. The Department interprets facilities-based mobile wireless service providers for the purpose of this procurement to include vendors that provide the services using their own network facilities and spectrum for which it holds a license, manages, or for which it has obtained the right to use via a spectrum leasing arrangement.
15	Attachment A – Statement of Work: 1.1.5 & 4.2		Under sections 1.1.5 and 4.2 which center around public safety. Would D.M.S. disqualify vendors who don't have access to Firstnet and other Wireless Priority Access on smartphones or is this an optional subsection that would only apply to Suncom customers in the area of Public Safety?	No. Section 4.2 is optional. Providing public safety specific devices, as referenced in section 1.1.5, is optional.
16	3.18	35	What is the maximum SLA penalty that can be applied in any given month? Maximum CAP?	There is no cap on the amount of SLAs that may be applied in a given month.
17	3.18.5	36	What will serve as validation for the contractor that this report was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General

Question Number	Section	Page Number	Question	Answer
				Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
18	3.19.1	37	What will serve as validation for the contractor that this report was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
19	3.19.4	37	What will serve as validation for the contractor that this message was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
20	3.19.4	37	How will discrepancies between Contractors time stamping and DMS time stamping be resolved?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

Question Number	Section	Page Number	Question	Answer
21	2	4	In ATTACHMENT B - DRAFT CONTRACT, the "Contract and Documents Hierarchy"is not consistent with the actual ITN Attachments A through E. For example, Section 2 (1-7) identifies Attachment A as "Definitions and Acronyms" whereas, it is Attachment E in the ITN Attachments. It also refers to Attachment C as "Contractor's Pricing" with three Exhibits whereas Attachment C is "Service Level Agreements" in the ITN documents. Please provide further clarification.	Section 2, Contract Documents and Hierarchy, of the Draft Contract specifies the order of precedence for the resulting Contract(s), if any. The documents are not intended to match the ITN attachments and are updated prior to Contract execution to follow the typical naming convention (e.g., A, B, C, etc.).
22	6.6	65	The document indicates that there are 66 total pages but there are only 65 pages provided in Attachment A. Is there a missing page?	This is a clerical error and Attachment A: Statement of Work should read 65 pages.
23	6.6	65	There are no instructions at the end of Section 6 "Direct Ordering and Billing". Did The State intend to include specific instructions or a "Read, understands, and will comply" statement at the end of the section?	Please see Section 13 of Addendum No. 2.
24	1.8	6	In ITN Document, under the "Timeline of Events", the respondent requests a two month extension to January 29, 2021 based on holiday staffing issues.	No.
25	4.5	54	What is the limit on the number of device demos required? Currently, the Vendor is contracted for up to 10 demo devices.	Please see Section 9 of Addendum No. 2.
26	4.8	55	Does the statement; "Mission critical push-to-talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical", as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department." include the statements 3GPP MCPTT compliant?	3GPP MCPTT compliance is not required for NPSTC compliance, but the Department reserves the right to discuss additional compliance requirements during negotiations in accordance with ITN section 4.4, Negotiations.

Question Number	Section	Page Number	Question	Answer
27	4.8	55	Does the reference to "the Department" refer to NPSTC or State of Florida DMS?	State of Florida, DMS
28	4.8	55	Please confirm that is the correct use for compliance testing. https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc - Included In Question Attachment 1 - Question Attachment 1 - Mission Critical Voice Communications	Confirmed.
29	ITN, 1.8	5	Will the State please consider extending the deadline for questions two weeks due to the complexity of the RFP?	No.
30	ITN, 1.8	5	Will Respondents be able to ask follow-up questions on the complete Respondent answers scheduled to be release on 11/9?	No. Respondents invited to participate in negotiations will be permitted to ask additional questions during the negotiations phase.
31	Attachment A – Statement of Work, 2	13-16	Will the State agree to add "or equivalent experience" to each Key Staff Position descriptions as follows: The (POSITION) shall possess the following minimum qualifications, or equivalent experience: 2.2 Key Staff Position - Account Manager 2.3 Key Staff Position - Project Manager 2.4 Key Staff Position - Business Operations Manager 2.5 Key Staff Position - Engineering and Design Manager 2.6 Key Staff Position - Operations and Security Manager	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

Question Number	Section	Page Number	Question	Answer
32	Attachment A – Statement of Work, 2	13	Will the State agree to modify the language "The (POSITION) or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year" to state the following: "24x7x365 support will be available through a Care team." Key staff may not be available 24/7/365 but Contract will provide this level of support through its Care team.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
33	Attachment A – Statement of Work, 2.3	14	Will the State agree to remove minimum qualification #5 from Section 2.3 Key Staff Position - Project Manager? While the Respondent will agree to meet all other qualifications for this Key Staff Position, it is respectfully requested that the certification requirement be removed to allow more flexibility in staffing.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
34	Attachment A – Statement of Work, 3.3	18	Please confirm the CSAB portal services are only available to State agencies on one centralized DMS account?	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.
35	Attachment A – Statement of Work, 3.3	18	Will the State agree to modify this sentence in Section 3.3 to delete the phrase "owned by the State and Other Eligible Users" and replace the language with "public IP address owned by Contractor"? The revised language would read as follows: "The Contractor must configure both 1) public IP addresses owned by Contractor ~~the State and Other Eligible Users~~ and 2) private IP addresses furnished by DMS and Other Eligible Users.	Please see Section 1 of Addendum No. 2.
36	Attachment A – Statement of Work, 3.4	19	Please confirm OEU's are not permitted to order and bill through their own instance in the CSAB portal.	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.

Question Number	Section	Page Number	Question	Answer
37	Attachment A – Statement of Work, 3.5	20	What are the Direct-Billed OEU's permitted to do and/or order within the State CSAB?	OEU's are not restricted from ordering from the CSAB portal, its functionality is available to all Customers. This can be further discussed in negotiations.
38	Attachment A – Statement of Work, 3.6	24	Please confirm the State will continue to own and maintain all of the MFN equipment and circuitry.	Confirmed.
39	Attachment A – Statement of Work, 3.6	24	Please confirm the Respondent will maintain equipment and capacity on the Respondent side.	Please see subsection 3.6 (page 21). "In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator." Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software." See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.
40	Attachment A – Statement of Work, 3.9	28	Will the State agree to modify the following portion of this requirement: "including wireless modems (before and after installation, if requested by the Customer)"? The Respondent will assist with the deployment and ongoing deployment / kitting support for bulk orders of (50) or more. Basic power on / connectivity testing including a QA process sampling for application load is performed for bulk orders by our kitting and staging partners. The State will have support available to	Please see Section 2 of Addendum No. 2.

Question Number	Section	Page Number	Question	Answer
			troubleshoot issues related to connectivity, CUG, Failover, etc.	
41	Attachment A – Statement of Work, 3.12	29	The Respondent respectfully requests the following be removed from this requirement: "The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request." Respondent security procedures are considered proprietary. Respondent will communicate details where necessary.	Please see Section 3 of Addendum No. 2.
42	Attachment A – Statement of Work, 3.14.3	32	Is this requirement per agency and per event?	Per event, not per agency. Please see Section 4 of Addendum No. 2.
43	Attachment A – Statement of Work, 3.14.3	32	Does the State intend to keep or return devices to the Respondent after the emergency event?	Return.
44	Attachment A – Statement of Work, 3.15	33	Please confirm the State will be financially responsible for the MFN equipment and circuitry including VPN concentrators, circuits, and infrastructure components.	Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software." See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.
45	Attachment A – Statement of Work, 3.17	34	Please further describe what statistics on products/services from a high level to a detailed level the State is looking for Respondents to provide.	The Department will provide additional information at the time of request when the items specified in section 3.17.2 are requested from the Contractor.
46	Attachment A – Statement of Work, 3.17	34	What information does the State wish to receive regarding device trends?	Please see Answer No. 45.

Question Number	Section	Page Number	Question	Answer
47	Attachment A – Statement of Work, 3.19	37	Please confirm the DMS will funnel escalations from agencies and OEU to the Respondent as opposed to individual agencies and OEU escalating directly to the Respondent.	OEUs, State agencies, and DMS may contact the Contractor(s) directly.
48	Attachment A – Statement of Work, 3.19	37	If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. Will the State agree to modify SOW subsection 3.19 to modify (4) with the following revised language? Notifications. Notifications must be for provided for ~~planned,~~ emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) ~~a planned maintenance which may potentially cause a service outage; 2~~) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 2) unplanned maintenance for significant unplanned maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA ~~B7,~~ B8, and B9.**	Please see Section 6 of Addendum No. 2.
49	Attachment A – Statement of Work, 3.23	41	SOW subsection 3.23(1) states that the Contract shall "Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)." Can the State please confirm that the citations to subsection 3.27.5(1)(b) and 3.27.5(1)(c) are the correct subsections? There does not appear to be subsections with these numbers in the SOW.	Please see Section 7 of Addendum No. 2.

Question Number	Section	Page Number	Question	Answer
50	Attachment A – Statement of Work, 3.23 (7)	41	Will the State agree to revise SOW Subsection 3.23(7)(c) to revise the statement "Migration does not include new Customers or Customers changing their services after migration" to state, "Migration does not include new Customers, ~~or~~ Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract vehicle." Non-State agencies and are not required to use this Contract and Contractors, both incumbent and non-incumbent, should not be required to migrate those Customers to this new Contract if the non-State agency opts to utilize a different contract vehicle.	See ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
51	Attachment A – Statement of Work, 3.26.2	47	Respondent respectfully requests the following be removed from this requirement: "costs and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI),". This portion of the requirement is not applicable to a fixed-priced wireless contract.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
52	Attachment A – Statement of Work, 3.26.2	47	Respondent requests that the State clarify that the Contractors have up to 18 months to complete the Project Implementation Phase.	Contract Nos. DMS-10/11-008A – C expire January 19, 2022. The Contract(s), if any, resulting from this ITN are anticipated to be executed in May 2021. This leaves eight (8) months for implementation. The timeframe for each awarded Contractor's implementation will be agreed upon in the Implementation and Migration Plan.
53	Attachment A – Statement of Work, 3.26.3	48	Please clarify the State's expectations for the Operations Guide. What type of topics and information would the State like included in the Guide?	During the Implementation Phase, some details related to "engineering, operational, and business processes" will need to be agreed upon between the Department and the Contractor(s). Once those standard operating procedures are written, they are to be collected and published as the Operations Guide. "At a minimum, the guide must include

Question Number	Section	Page Number	Question	Answer
				ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes." A specific example of a topic to be included in the guide will be the answer to the question, "How should the Contractor notify the State when a device is not available at the point of order?" See also Section 8 of Addendum No. 2.
54	Attachment A – Statement of Work, 3.26.5 (c)	49	Please define 'non-incumbent'.	Non-incumbent Contractors would be any vendors the Department contracts with as a result of this ITN that do not currently have an MCS Contract with the Department.
55	Attachment A – Statement of Work, 4	53	Specific to 4. Public Safety Service Plans and Devices, are Respondents permitted to not bid on this section of the ITN?	Yes.
56	Attachment A – Statement of Work, 4	53	Should the Respondent be unable to meet all Public Safety specifications as written, will there be an opportunity for Respondent to add specified services after award should those specifications be met?	Contract terms may be negotiated in accordance with ITN Section 4.4, Negotiations; however, Contract terms can only be changed after Contract execution via amendment, in accordance Section 19.10, Modification and Severability, of Attachment B, Draft Contract.
57	Attachment A – Statement of Work, 4	53	Should the Respondent be unable to meet all Public Safety specifications as written, would DMS allow Respondent's Public Safety solutions onto the contract to allow local entities to purchase such using the FL MCS contract, if they so deemed these solutions meet their needs?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
58	Attachment A – Statement of Work, 4	53	Should the Respondent need development time to meet the Public Safety specifications as written, could the Respondent be allowed a 12 month time period after award to meet such expectations, knowing no sales would occur until the specifications are met?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current terms apply.

Question Number	Section	Page Number	Question	Answer
59	Attachment A – Statement of Work, 4	53	Should the Respondent meet several of the Public Safety specifications and provide significant advantages in price or other capabilities, will it still be considered as an option for the State?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.
60	Attachment A – Statement of Work, 4.5	54	What aspects of the Public Safety offer is the State looking to be demonstrated?	Test devices required by section 4.5 (wireless demonstration equipment) could be any device the awarded Contractor(s) are proposing for addition in their catalogs as a public safety device.
61	Attachment A – Statement of Work, 4.7	55	The Respondent requests the State strike 'device type' from this requirement. Responder does not always have access to this data, such as in a BYOD scenario.	The Contractor will not be required to provide information that is not available.
62	Attachment A – Statement of Work, 5.3	58	Please confirm the State's definition of inventory for this requirement (services or equipment)?	Inventory is described in subsection 5.9, Inventory.
63	Attachment A – Statement of Work, 5.9	58	How should the Respondent notify the State when a device is not available at the point of order?	This level of detail related to this business process will be developed during the implementation process.
64	Attachment A – Statement of Work, 5.5	59	Please provide a sample CSAB Service Catalog.	The requested information can be found on the Contractor's EUPLs, which are uploaded into the CSAB Service Catalog. The Department's current EUPLs can be accessed at: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services
65	Attachment A – Statement of Work, 5.6	59	Will the State please confirm the 0.7% transaction fee that all vendors must collect for sales made on the MyFloridaMarketPlace (MFMP) online procurement system is not subject to the rules/requirements in section 5.6?	Confirm.

Question Number	Section	Page Number	Question	Answer
66	Attachment A – Statement of Work, 5.9	6.1	Please confirm the State wants a view into only the active inventory on CSAB for the DMS account, as opposed to Contractor's available device inventory.	The State is not requiring a view into the Contractor's available device inventory.
67	Attachment A – Statement of Work, 5.10	61	Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The Respondents bill-cycles don't align with the calendar month.	A full month cycle of service is needed. Bill cycle does not have to begin on the 1st of each month and end on the 30th.
68	Attachment A – Statement of Work, 5.10	61	Is the State willing to agree to modify the timeframe for the following sentence "for electronic files for the CSAB portion must be received no later than ~~the 10th calendar day~~ of each month" to "15 business days" from this requirement? The Respondents billing process requires the additional time to complete our internal steps.	Ten (10) calendar days after the bill cycle completes for DMS CSAB accounts; however, if billed directly to Customer, no billing detail is needed for DMS.
69	Attachment A – Statement of Work, 5.11	61	Is this Substantiating Detail File specific to the CSAB bill file or required for all accounts purchasing under the contract?	The invoice substantiation file is specific to CSAB individual bills required under the Contract.
70	Attachment A – Statement of Work, 5.11	61	Please provide definition for unique ID?	CSAB inventory number.
71	Attachment A – Statement of Work, 5.12	62	The Respondent respectfully asks for the following modification to this requirement: "DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) ~~one (1)~~ billing cycle from receipt of dispute or the Contractor will advise the DMS staff if additional time is required. ~~If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.~~"	Two bill cycle – If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

Question Number	Section	Page Number	Question	Answer
72	Attachment A – Statement of Work, 5.16	62	Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The respondent bill-cycles don't align with the calendar month.	Please see Answer No. 67.
73	Attachment A – Statement of Work, 6	63	In regards to "By acceptance of an MFMP purchase order" does this refer to standard punch-out CXML PO specification?	MFMP purchase order routing is typically discussed once the Department and Contractor begin testing the MFMP punchout catalog during the Implementation Phase. The Contractor has two (2) options for order routing: email or electronic via the Ariba Network. If the Contractor elects to use email order routing, orders will be sent as an attachment using HTML format. If the Contractor elects to use electronic order routing, orders will be sent via cXML.
74	Attachment A – Statement of Work, 6.3 & 6.4	64	Please define "Customer corporate identifier".	The corporate identifier is found in reports and statements (bills) associated with direct-billed accounts. This static entry is created by the Contractor. It allows Customers and DMS to recognize reports and statements as generated under the Contract.
75	Attachment A – Statement of Work, 6.4	64	Can the State please provide a template for this report?	There is no template for the Direct-Billed Monthly Report. It is provided by the Contractor and subject to DMS final approval.
76	Attachment A – Statement of Work, 6.5	65	Can the State please provide a template for this report?	There is no template for the Direct-Billed Quarterly Report. It is provided by the Contractor and subject to DMS final approval.
77	Attachment A – Statement of Work, 6.5	65	The Respondent requests the State strike 'device type' from the Quarterly Reporting of Direct-Billed Accounts. Responder does not always have access to this data, such as in a BYOD scenario.	Please see Answer No. 61.
78	Attachment C – Service Level Agreements	1	Respondent requests a limitation on financial penalties be included in Attachment 3, Service Level Agreement to limit each individual SLA to a cap of not more than 2% of monthly revenue per SLA, with an aggregate monthly cap across	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

Question Number	Section	Page Number	Question	Answer
			all SLAs in Attachment 3 of not more than 5% of monthly revenue under the Contract.	
79	Attachment C – Service Level Agreements	1	Will the State confirm that one, multiple, or recurring violations of an SLA will not be considered a breach of the Contract?	Please see Attachment B – Draft Contract, section 11.2. "One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors."
80	Attachment C – Service Level Agreements	1	Regarding SLA language and penalties, the ITN is not allowing any method of negotiation. Will the State reconsider, or is the only other contractor option a no-bid?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.
81	Attachment C – Service Level Agreements	1	Will SLA penalty amounts be individually negotiated with each vendor, or contract consistent for all vendors?	The Department's intent is to have consistent SLAs across all Contracts, if multiple Contracts are awarded. However, the Department reserves the right to negotiate all terms with vendors individually. See also ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
82	Attachment C – Service Level Agreements, SLA-B1	2	The Respondent respectfully requests the following changes to the financial consequence for this SLA:	See ITN section 4.4, Negotiations.

Question Number	Section	Page Number	Question	Answer
			$500 ~~$5,000~~ per connectivity issue incidence ~~$5,000 per quarter hour if the failover is not successful and~~ that results in downtime of longer than 500 second	However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
83	Attachment C – Service Level Agreements, SLA-B3	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the SLA Compliance Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
84	Attachment C – Service Level Agreements, SLA-B4	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Escalation Activity Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
85	Attachment C – Service Level Agreements, SLA-B5	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Zero Usage Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
86	Attachment C – Service Level Agreements, SLA-B6	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Escalation Procedure Development and Updates to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
87	Attachment C – Service Level Agreements, SLA-B7	3	If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. As such, Respondent requests that SLA-B7 Notification, Planned Maintenance be removed in its entirety?	Please see Section 14 of Addendum No. 2.

Question Number	Section	Page Number	Question	Answer
88	Attachment C – Service Level Agreements, SLA-B7	3	If SLA-B7 is not removed, Respondent respectfully requests reducing the financial consequence from $2500 / day for Planned Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
89	Attachment C – Service Level Agreements, SLA-B8	4	Respondent respectfully requests reducing the financial consequence from $2500 / day for Emergency Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
90	Attachment C – Service Level Agreements, SLA-B9	4	Respondent respectfully requests reducing the financial consequence from $2500 / day for Unplanned Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
91	Attachment C – Service Level Agreements, SLA-B10	5	Will the State agree to revise SL-B10 to remove the existing Performance Metric and replace it with the following: "The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated, ~~or~~ no longer receiving services from the Contractor, or for non-State agencies having selected another contract vehicle. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated or for non-State agencies having selected another contract vehicle."	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
92	Attachment C – Service Level Agreements, SLA-D17	8	Respondent respectfully requests SLA-D17 be removed in its entirety because most tasks in the checklist have individual SLAs already assigned.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.

Question Number	Section	Page Number	Question	Answer
93	Attachment C – Service Level Agreements, SLA-F1	8	The Respondent respectfully requests the removal of this SLA due to the ambiguity of 'complete and accurate'.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
94	Attachment C – Service Level Agreements, SLA-F1	8	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
95	Attachment C – Service Level Agreements, SLA-F2	8	The Respondent respectfully requests the removal of this SLA. The financial consequence could far exceed most credits and the Respondent's standard business practice it to apply credits within two (2) billing cycles.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
96	Attachment C – Service Level Agreements, SLA-G1	9	Please confirm the fees cited as previous in the following Performance Metric should be for the current quarter: "An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2"	This is correctly stated in Attachment C, SLA-G1. For example, the Cost Recovery Payment for the calendar quarter January through March is due by May 15th, which is within forty-five (45) days after the end of the calendar quarter.
97	Attachment C – Service Level Agreements, SLA-G2	9	The Respondent respectfully requests the following change to this requirement: A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	Please see Section 14 of Addendum No. 2.

Question Number	Section	Page Number	Question	Answer
98	Attachment C – Service Level Agreements, SLA-G2	9	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
99	Attachment C – Service Level Agreements, SLA-G3	9	The Respondent respectfully requests the following change to this requirement: A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	Please see Section 14 of Addendum No. 2
100	Attachment C – Service Level Agreements, SLA-G3	9	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

Department of MANAGEMENT SERVICES
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850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 3 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-20/21-006

Date: March 29, 2021

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

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1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 16, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 30, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 ~~to April 12, 2021~~ **April 29, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~April 19, 2021~~ **May 3, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~April 26, 2021~~ **May 10, 2021**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		May 2021

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

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850-488-2786

Ron DeSantis, Governor

Addendum No. 4 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-19/20-006

Date: April 27, 2021

To: Prospective Respondents to ITN No.: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

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1. ITN No: DMS-19/20-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 16, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 30, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to ~~April 29, 2021~~ **May 26, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~May 3, 2021~~ **May 27, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~May 10, 2021~~ **June 1, 2021**

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		~~May 2021~~ **June 2021**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Attachment G – Additional Terms and Conditions

1. **Restrictions.** Except as specifically provided in the Statement of Work (SOW) or for State inter-agency transactions, the Department and Customer agrees not to (i) resell any aspect of the service, or (ii) bundle any aspect of the service with any product or device not directly provided to the Department or Customer by Contractor, whether for profit or otherwise. The Department or Customer has no proprietary or ownership rights to a specific number, IP addresses not provided by the Department, or e-mail address assigned to the Department, Customer or Customer's device as part of a service or product. The Department or Customer and its End Users will not use the service or products to send any harassing, threatening, obscene, fraudulent, unlawful, abusive or unsolicited commercial text, e-mail or other messages, or in such a way as to create damage, harm or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. The Department, Customer and its End Users will not use the services or products in a manner that (a) accesses the accounts of others without authority; (b) tampers with, reprograms, alters, or otherwise modifies the services or products to circumvent any of Contractor's policies (e.g., privacy, network management policies); (c) violates intellectual property rights; (d) conflicts with applicable laws; or (e) is not in accordance with this Contract. If Contractor suspects any violation of the foregoing, Contractor may suspend the suspected violator's service. If Contractor confirms any violation of the foregoing, Contractor may deactivate the violator's service with prior written notice in accordance with Contract Section 3.4, Payment Invoicing.

   1.1 Security. Customer will protect usernames and passwords for the Customer's billing account in the Contractor's system for the purchase and use of services and devices (master accounts). Customer will promptly notify Contractor of any unauthorized use of Customer's master account or other security breach of master account information or credentials, or any fraudulent use of the master account, where Customer has knowledge. Customer is responsible for all master account usage. Customer will cooperate with Contractor in investigating all unauthorized use and suspected unlawful or fraudulent use associated with its master Accounts.

2. **DISCLAIMER OF WARRANTIES.**
CONTRACTOR, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "**CONTRACTOR PARTIES**") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND PRODUCTS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH THE PRODUCTS. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF CONTRACTOR'S AGENTS (EXCEPT FOR THE "T-MOBILE LIMITED WARRANTY"), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY CONTRACTOR PARTIES. CONTRACTOR PARTIES DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENT. CONTRACTOR PARTIES DO NOT WARRANT THAT THE INFORMATION, SERVICES OR PRODUCTS WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. CONTRACTOR PARTIES DO NOT GUARANTEE THAT CUSTOMER'S

COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT CUSTOMER COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. CUSTOMER IS RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THE INTERNET, SERVICES AND THIRD PARTY PRODUCTS AND SERVICES.

3. PRIVACY

Contractor receives limited personal information necessary to allow Contractor to manage the relationship with Customer under Customer's master account, such as the business contact information of the employee Customer designates to manage the master account. Contractor also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("**CPNI**") under FCC rules (47 USC §222), and other important information related to use of data services, which is not CPNI. In accordance with Section 9, Data Security, of the Contract, Contractor will collect, use, disclose, or otherwise process such information, and will protect the security, integrity, and confidentiality of such information, in accordance with Contract Section 9, Data Security, and its privacy policy at www.t-mobile.com/privacy, as amended from time to time.

4. ACCOUNT ACCESS AUTHORIZATION

Customer authorizes Contractor's authorized support staff to access Customer's master accounts to perform maintenance, service, or security functions where warranted by Contractor business or security procedures, even in the absence of a direct request from the Customer. For example, such access includes but is not limited to: change of address where Contractor receives notice of such a change from the US Postal Service, or the security passwords where we detect a password compromise.

5. TECHNOLOGY EVOLUTION

5.1 In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its services, products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Contract to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice set forth in subsection 5.2 below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any service, product, network standard, or technology without either party being in breach of the Contract or incurring early termination liability relating to the discontinuance of the affected service, product, network standard, or technology. This section does not govern any process contemplated within SOW section 1.4, End User Price Lists and Vendor's Device List.

5.2 If Contractor takes any action set forth in subsection 5.1 above, Contractor will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of Contractor's notice may include providing written notice to any address (a) listed in the Contract for Customer, (b) Contractor uses for billing, or (c) set forth in a Purchase Order. Customer agrees that such notice is reasonable and sufficient notice of Contractor's pending action.

6. TAXES, SURCHARGES AND FEES

6.1 To the extent authorized by Florida law, Contractor will invoice Customer's master account for any taxes or government-sanctioned surcharges and fees that the Contractor is required to collect by law and pay to public entities. Contractor may also invoice Customer a Federal Universal Service Fund (FUSF) surcharge to recover the costs of Contractor's contribution to the FUSF incurred in provisioning the Services to Customer. The FUSF surcharge rate varies by quarter.

6.2 Tax Situs. Customer will provide accurate information to Contractor regarding Customer's place(s) of primary use ("PPU") of the services and products purchased under this Contract. Customer will notify Contractor of any changes to its PPUs, which should reflect Customer's street address representative of where Customer's use of the service or products primarily occurs. In the absence of such information, Contractor, in its sole discretion, will use the best information available to determine the correct situs for Taxes and Fees and charges applicable to the services and products purchased by Customer under this Contract. If Customer provides Contractor with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the service area associated with its master account numbers, Customer may be assigned a default location in the State of Florida for Taxes, Fees and surcharge calculation, which may result in a higher or lower charge for certain Taxes and Fees and surcharges.

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-488-8440 | Fax: 850-414-6122

Ron DeSantis, Governor

State of Florida
Department of Management Services

Invitation to Negotiate (ITN) No.: DMS-19/20-006
Mobile Communications Services (MCS)

Notice of Intent to Award

Pursuant to section 287.057(1)(c), Florida Statutes, the Department intends to award contracts to the following vendors:

- AT&T Corp.
- T-Mobile USA, Inc.
- Cellco Partnership d/b/a Verizon Wireless

To the extent this Intent to Award gives rise to a protest, failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Pursuant to section 287.057(23) of the Florida Statutes, "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

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AMENDMENT NO.: 1
CONTRACT NO.: DMS-19/20-006B
CONTRACT TITLE: MOBILE COMMUNICATION SERVICES

This Amendment No. 1 ("Amendment") to Contract No.: DMS-19/20-006B, Mobile Communications Services (the "Contract"), is by and between the State of Florida, Department of Management Services (the "Department"), and T-Mobile USA (the "Contractor"), collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into the Contract in accordance with Chapters 282 and 287, Florida Statutes (F.S.), effective August 4, 2021, for mobile communication services;

WHEREAS, the Parties desire to renew the Contract pursuant to Contract Section 1.2, Renewal, the Contract may be renewed up to five (5) years;

WHEREAS, statutory requirements require the Department to obtain certifications from the Contractor when the Contract is renewed or extended; and

WHEREAS, the Parties wish to amend the terms and conditions of the Contract as set forth herein.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Pursuant to Contract Section 1.2, Renewals, the Contract is hereby renewed for five (5) years commencing on August 4, 2026, and ending on August 3, 2031.

2. Contract Section 5.3, Diversity Reporting, is hereby deleted in its entirety and replaced as follows:

Section 5.3 Supplier Development

Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include

the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

3. Contract Section 6.5, Scrutinized Companies – Termination by the Department, is hereby deleted in its entirety and replaced as follows:

Section 6.5 Scrutinized Companies

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The Contractor further certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List") and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link:
https://www.sbafla.com/fsb/PerformanceReports.aspx.

4. Contract Section 6.7, E-Verify, is hereby deleted in its entirety and replaced as follows:

Section 6.7 E-Verify

The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor. By executing this contract, the Contractor certifies it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.

Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

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5. Contract Section 19.11, Foreign Country of Concern, is added as follows:

   Section 19.11 Foreign Country of Concern

   If the Contract grants the Contractor access to an individual's personal identifying information, the Contractor certifies it is not prohibited from entering into the Contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached hereto. Where applicable, execution of this attestation must be completed to enter into this contract and prior to any amendment or renewal of this Contract.

6. Contract Section 19.12, Use of Coercion for Labor or Services by a Non-Governmental Entity Contractor, is added as follows:

   19.12 Use of Coercion for Labor or Services by a Non-Governmental Entity

   The Contractor has provided to the Department an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S. ("Coerced Labor Affidavit"). The Contract, as amended, may be terminated if the Coerced Labor Affidavit is false.

7. Contract Section 19.13, Provision of Commodities Produced by Forced Labor; Denial or Revocation of the Right to Transact Business with Agencies, is added as follows:

   19.13, Provision of Commodities Produced by Forced Labor; Denial or Revocation of the Right to Transact Business with Agencies

   The Contractor, having provided to the Department a certification signed by Senior Management in accordance with the requirements of section 287.1346, F.S. ("Forced Labor Certification"), must notify the Department within 30 days after gaining actual knowledge that the Contractor has provided to an agency a commodity produced, in whole or in part, by Forced Labor.

   The Contractor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

   The Contract, as amended, may be terminated if its Forced Labor Certification is false or if the Contractor is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

8. The following forms are incorporated into the Contract pursuant to statutory certification requirements:

   PUR 1355 Foreign Country of Concern Attestation
   PUR 2024 Use of Coercion for Labor or Services
   PUR 2023 Provision of Commodities Produced by Forced Labor

9. This Amendment is hereby made part of the Contract. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract shall remain in full force and effect. This Amendment sets forth the understanding between the Parties with regard to the subject matter thereof. To the extent any of the terms in this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

10. This Amendment is effective on the last date of execution.

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Tom Berger
4810BB6123514E1...

Tom Berger, Interim Secretary

6/11/2026 | 3:06 PM EDT

Date

T-MOBILE USA

DocuSigned by:
8F686CC0343743C...

Signature

David Bezzant, Vice President

Print Name and Title

6/11/2026 | 2:54 PM EDT

Date

DocuSigned by:
B690B61B18D2433...

Reviewed by: TMUS Legal Dept.

6/11/2026 | 2:37 PM EDT

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

T-Mobile USA is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: David Bezzant

Title: Vice President

Signature: DocuSigned by: 8F686CC9343743C...

Date: 6/11/2026 | 2:54 PM EDT

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PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: T-Mobile USA

Representative/Officer's Printed Name: David Bezzant

Representative/Officer's Title: Vice President

Signature: DocuSigned by: 8F686CC9343743C... Date: 6/11/2026 | 2:54 PM EDT

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: T-Mobile USA

Senior Management's Printed Name: David Bezzant

Senior Management Member's Title: Vice President

Signature: DocuSigned by: 8F686CC9343743C... Date: 6/11/2026 | 2:54 PM EDT

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-192- Approving a single source purchase from Placer Labs, Inc. (d/b/a Placer.ai) pursuant to Section IX of the City's Purchasing Policy Manual, and approving an Amendment to Order Form renewing the City's location analytics software subscription for an Additional Term of one (1) year, commencing October 21, 2026, and ending October 20, 2027, at an annual fee of $42,000 with no increase from the current Initial Term fee, for a cumulative total expenditure of $84,000.

Requested Action: Staff recommends approval of the proposed Resolution No. R26-192.

Explanation of Request:

On or about October 21, 2025, the City of Boynton Beach entered into an Order Form with Placer Labs, Inc., authorized under Resolution No. R24-011 and Resolution No. R25-200, for a one-year Initial Term with an annual subscription fee of $42,000.00, covering Platform Access, Chains Report Expanded, Void Analysis, Advanced Market Report, and API Access.

Placer has submitted an Amendment to Order Form, signed on behalf of Placer on September 30, 2026, which would establish an Additional Term beginning October 21, 2026, and ending October 20, 2027. Key terms of the Amendment are as follows:

- Annual subscription fee remains $42,000.00 — Placer is not exercising its contractual right to increase fees up to the greater of 8% or CPI for this renewal term.
- Services continuing: Platform Access, Chains Report Expanded, and Void Analysis.
- Services added at no additional cost ($0): Esri Base maps and Events.
- Services removed effective the Commencement Date: API Access and Advanced Market Report are no longer part of the subscription bundle.

Procurement Services reviewed this request and approved it as a single source purchase under Section IX of the City’s Purchasing Policy Manual. The approval is based on the following:

1. The subscription has been in use for its first year, and all City parks and major City events are built into the platform, with about 20 City users trained and relying on it;
2. The Recreation & Cultural Services Director selected Placer after attending two NRPA conference workshops on its use by parks departments and consulting three other

governmental organizations, which reported a positive return on investment;
3. Procurement's market research found that other providers, including Zartico, Datafy and StreetLight Data, offer comparable services, so Placer is not a sole source, and the department's continuity and prior-investment rationale supports directing the purchase to Placer for this renewal; and
4. The renewal fee of $42,000 is held flat, with no increase from the current term, and the term is limited to one year because of uncertainty about how Amendment 3 may affect future-year use.

Approve the total expenditure for the initial one-year term, October 21, 2025 - October 20, 2026, and this additional one-year term of October 21, 2026 - October 20, 2027, for a total expenditure of $84,000.

How will this affect city programs or services?

Approval ensures uninterrupted access for Recreation & Parks, Economic Development, Events and Public Works Departments to Placer's location analytics platform, including foot traffic, trade area, chain-level demographic/psychographic, and void analysis data, which support site selection, programming, and planning decisions. Non-approval would result in a lapse of access upon expiration of the current Initial Term in October 2026.

Budgeted Item: Yes

Account Line Item and Description: 001-1213-519.46-91 Events - $10,500
001-2419-559.46-91 Economic Development - $10,500
001-2511-519.46-91 Public Works - $10,500
001-2710-572.46-91 Rec & Parks - $10,500

Fiscal Impact: The Additional Term carries an annual cost of $42,000.00, unchanged from the current Initial Term.

Attachments:
R26-192 Agenda_Item_5070-2026_-_Resolution_R26-XXX_Single_Source_-_Placer_Labs_-_Amendment_to_Order_Form.docx
Exhibit A to Resolution - Placer Labs, Inc. Amendment for Order Form - City of Boynton Beach, Florida - 09.30.2026.pdf
fully executed agmt.pdf
Amendment to Order form.pdf
Civic Letter - City of Boynton Beach, Florida.pdf
Placer_MarketResearch_Summary.pdf
Placer Labs COI Waiver.pdf

RESOLUTION NO. R26-192

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SINGLE SOURCE PURCHASE FROM PLACER LABS, INC. D/B/A PLACER.AI; APPROVING AN AMENDMENT TO ORDER FORM RENEWING THE CITY'S LOCATION ANALYTICS SOFTWARE SUBSCRIPTION FOR AN ADDITIONAL TERM OF ONE (1) YEAR, COMMENCING OCTOBER 21, 2026, AND ENDING OCTOBER 20, 2027, AT AN ANNUAL FEE OF $42,000.00; APPROVING A CUMULATIVE TOTAL EXPENDITURE OF $84,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City's Recreation and Cultural Services Department utilizes location analytics software to obtain foot traffic, trade area, retail chain, and market data in support of the City's operations and planning; and

WHEREAS, on or about October 21, 2025, the City entered into an Order Form with Placer Labs, Inc. d/b/a Placer.ai ("Placer") for a one (1) year Initial Term commencing October 21, 2025, and ending October 20, 2026, at an annual subscription fee of Forty-Two Thousand Dollars ($42,000.00), covering Platform Access, Chains Report Expanded, Void Analysis, Advanced Market Report, and API Access (the "Order Form"); and

WHEREAS, on or about April 1, 2026, the City and Placer executed an Amendment to Order Form adding Events and Esri Basemaps to the Services for the remainder of the Initial Term, for a prorated fee of Ten Thousand Six Hundred Fifty-Two Dollars and Five Cents ($10,652.05), which was paid with funds of the Boynton Beach Community Redevelopment Agency ("CRA") and is not included in the City expenditure approved herein (the "April 2026 Amendment"); and

WHEREAS, the Order Form provides that it may continue for Additional Terms of the same duration as the Initial Term upon the mutual written agreement of the parties, and permits Placer to increase the annual fee for any Additional Term by up to the greater of eight percent (8%) or the Consumer Price Index ("CPI"); and

WHEREAS, Placer has submitted an Amendment to Order Form, No. CON-057674, executed on behalf of Placer on September 30, 2026, establishing an Additional Term of one (1) year commencing October 21, 2026, and ending October 20, 2027, at an annual subscription fee of Forty-Two Thousand Dollars ($42,000.00), with Placer not exercising its right to increase the fee for the Additional Term (the "Amendment"); and

WHEREAS, under the Amendment, the Services for the Additional Term consist of Platform Access at an annual fee of $42,000.00, together with Esri Basemaps, Chains Report Expanded, Void Analysis, and Events at no additional charge; API access is removed from the Services as of the commencement of the Additional Term; and the annual fee for any subsequent Additional Term remains subject to an increase of up to the greater of eight percent (8%) or CPI; and

WHEREAS, Section IX – Alternatives to Formal Sealed Bids, Paragraph 6 – Single Source Purchase, of the City's Purchasing Policy Manual permits an award for commodities or services without competition when, although more than one source is available, selecting a single vendor is most advantageous for the City, including for reasons of standardization or consistency of results, and requires City Commission approval of any single source purchase exceeding $75,000.00; and

WHEREAS, Placer has provided written support of its single source identification, and the City's Procurement Services Division has determined that this purchase meets the criteria for a Single Source Purchase under the City's Purchasing Policy Manual; and

WHEREAS, the City's cumulative expenditure for the Initial Term and the Additional Term, exclusive of the CRA-funded April 2026 Amendment, totals Eighty-Four Thousand Dollars ($84,000.00), requiring City Commission approval; 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 single source purchase from Placer and the Amendment, for a cumulative total expenditure of $84,000.00 for the Initial Term and the Additional Term.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a single source purchase from Placer pursuant to Section IX, Paragraph 6, of the City's

Purchasing Policy Manual, and approves the Amendment renewing the City's location analytics software subscription for an Additional Term of one (1) year, commencing October 21, 2026, and ending October 20, 2027, at an annual fee of $42,000.00, in form and substance similar to that attached as **Exhibit A**. The City Commission further approves and ratifies the City's total expenditure for the Initial Term, October 21, 2025, through October 20, 2026, and the Additional Term, October 21, 2026, through October 20, 2027, in a cumulative total amount of $84,000.00.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager to execute the Amendment. The City Manager is further authorized to execute any ancillary documents required under the Order Form or the Amendment necessary to accomplish the purposes of this Resolution, provided such documents do not modify the scope of services or increase the total expenditure approved herein.

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 Craig Clark to forward to Placer.

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

[SIGNATURES ON FOLLOWING PAGE]

RESOLUTION NO. R26-192

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this "**Amendment**"), dated and effective as of the last signature below (the "**Amendment Date**"), modifies the Order Form executed by City of Boynton Beach, Florida ("**Customer**") and Placer Labs, Inc. ("**Placer**") on or about October 21, 2025 (together with any other prior amendments thereto, the "**Order Form**"). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Parties agree to an Additional Term commencing on October 21, 2026 ("**Commencement Date**") and ending on October 20, 2027.

2. Starting on the Commencement Date, the following summary of the Services and Fees is added to the beginning of the Order Form and replaces any existing summary:

   Services and Fees.

Services Description	Total Fees	Services Description Detail
Platform Access	$42,000.00	Section 2
Esri Basemaps	$0.00	Section 2
Chains Report Expanded	$0.00	Section 2
Void Analysis	$0.00	Section 2
Events	$0.00	Section 2

Subscription Fees Total	**$42,000.00**

All Fees in this Order Form are shown in US Dollar (USD)

3. Starting on the Commencement Date, the following Services are fully removed from the applicable Services section of the Order Form:

Product Name
API

4. Customer's invoicing schedule for this Additional Term shall be as follows and replaces the current invoicing schedule, if any (for purposes of this Amendment, Effective Date means Commencement Date):

CON-057674
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PLACER LABS, INC.

Placer will invoice Customer as follows for the Additional Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	45

5. As of the Amendment Date, the annual Fees for any subsequent Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Except as modified by the terms of this Amendment, the Order Form, including Addendum A - Additional Terms, shall remain in full force and effect. In the event of any conflict or inconsistency between any provision of this Amendment and any provision of the Order Form, the provisions of this Amendment shall govern and control.

City of Boynton Beach, Florida	
By:	
Name:	
Title:	
Date:	

Placer Labs, Inc.	
By:	Vernell Wisdom
Name:	Vernell Wisdom
Title:	Head of Contract Management
Date:	9/30/2026

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MEMO

To: Daniel Dugger, City Manager

From: Ian Gregorchik, Assistant City Attorney I

Date: October 21, 2025

Dept. Recreation and Cultural Services

Matter # 25-01800

Re: **Placer Labs Inc.; Placer.AI; Software**

Transmitted herewith is a document that has been reviewed and approved for legal sufficiency. Kindly forward the document, along with this memo, to the City Clerk's Office.

The City Manager is authorized to execute the document in accordance with:

☒ Resolution No. R24-011; Resolution No. R25-200

Contract Amount: $42,000

Contract Term: 1-year

Est. Expiration Date: October 2026

To: **Office of the City Clerk**

Please: Ensure the document is signed by the City Manager and dated.

Please retain the document as a public record and forward a copy of the fully executed document to:

Craig Clark, Recreation and Cultural Services

To: **Craig Clark, Recreation and Cultural Services**

Please forward the fully signed document to the other party.

PLACER LABS INC.
ORDER FORM

City of Boynton Beach, Florida	("**Customer**")	Placer Labs Inc.	("**Placer**")
Address:	100 East Ocean Ave Boynton Beach, Florida 33435	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Clayton Demanes
Contact Person:	Craig Clark	Billing Contact Person:	Jason Tsui
Email:	clarkc@bbfl.us	Billing Email*:	billing@placer.ai
Phone:	15617426392	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	clarkc@bbfl.us	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the "**Services**") include:

Services Description	Services Description Detail
Platform Access	Section 2
Chains Report Expanded	Section 2
Void Analysis	Section 2
Advance Market Report	Section 2
API Access	Section 2

Total Annual Fee – Year 1	**$42,000.00**

All Fees in this Order Form are shown in US Dollar (USD)

2. Services Description.

API Access

- Content:
  - Foot Traffic
  - Trade Area
  - US Census 2019 - Trade Area profile (as available within the Placer Dashboard)
  - Ranking Metrics - As of December 1, 2021
- Limited to 10k weekly API calls for up to 10,000 entities
- Access/coverage is subject to overall Customer's access permissions under this Order Form
- Access is limited to Placer's publicly available endpoints as outlined in the Placer API Documentation: Link

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

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Placer Venue Analytics Platform
Access to Placer's location analytics platform (the "Placer Platform"). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3.

Void Analysis
Access to the Void Analysis tool.

Advanced Market Report
Advanced Market Report is an advanced version of the market report in the Placer Platform.

3. Permitted Uses and Limitations.

Permitted Uses:
Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Placer Data**" means the data, information and materials accessible via the Services.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data ("Excerpts") so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer's clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence ("AI") technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer's access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.

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- Customer and its authorized users may not provide access to any third party agents acting on Customer's behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- Xtra Reports: Quarterly Maximum of 65 credits; Annual Maximum of 260.
- Access is limited to the following States: US-FL

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the "Term."

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below (the "**Effective Date**"), and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**," and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".

Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).

Termination:

- Material Breach: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- Suspension: In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- Fees: All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services. Should either Placer or Customer terminate this Order Form for any reason except for an event of non-payment or breach by Customer, Placer will remit to Customer the prorated Fee attributable to the balance of the Initial Term.

Post -Termination:

- Rights and Licenses: Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- Placer Data: Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "Post-Termination Information"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- Research Data: Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- Certification: Upon request from Placer, Customer shall certify in writing its compliance with this provision.

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5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	45

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

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7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Florida state ("**Public Records Laws**"), that all obligations imposed by this Agreement are subordinate to Customer's obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning "Customer shall defend, indemnify and hold Placer harmless…", is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions and 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."

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

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Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a "**Trial Offering**"), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) ("**Trial Subscription Term**"), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided "as is"; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD $100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"

Signature:

Name: Daniel Dugger

Title: City Manager

Date: 10/21/25

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By:

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

"Placer"

Signature: Vernell Wisdom

Name: Vernell Wisdom

Title: Head of Contract Management

Date: 10/20/2025

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ADDENDUM A
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.

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

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

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

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

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

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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

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 represents that Contractor 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 Contractor violates this section, City may immediately terminate this Agreement for cause, and Contractor shall be liable for all costs incurred by City due to the termination.

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. 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.

PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this "**Amendment**"), dated and effective as of the last signature below (the "**Amendment Date**"), modifies the Order Form executed by City of Boynton Beach, Florida ("**Customer**") and Placer Labs, Inc. ("**Placer**") on or about October 21, 2025 (together with any other prior amendments thereto, the "**Order Form**"). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. Starting on March 19, 2026 **("Commencement Date")**, the following summary of the Services and Fees is added to the beginning of the Order Form and replaces any existing summary:

   Services and Fees.

Services Description	Services Description Detail
Platform Access	Section 2
Chains Report Expanded	Section 2
Void Analysis	Section 2
API	Section 2
Events	Section 2
Esri Basemaps	Section 2

Subscription Fees Total	**$60,000.00**

All Fees in this Order Form are shown in US Dollar (USD)

2. Starting on the Commencement Date, the services listed in Exhibit A are added as Services in the applicable Services section of the Order Form.

3. Following the Amendment Date, Placer will send Customer an invoice in the amount of $10,652.05 for 216 days of access to the additional Services, prorated to the October 20, 2026 end of the current Term.

4. As of the Amendment Date, the annual Fees for any subsequent Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable

Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

5. **Additional Terms For the Esri Basemaps Enabled Platform.** Customer hereby acknowledges and agrees that access to and use of the Esri Basemaps features in the Placer Platform is subject to the supplemental Terms and Conditions included below (the "**Supplemental T&Cs**"). Customer acknowledges and agrees that the Supplemental T&Cs shall specifically modify, amend and supersede any contrary terms or conditions in this Order Form or the Agreement.

Supplemental T&Cs

1. Customer hereby disclaims, to the extent permitted by applicable law, Environmental Systems Research Institute, Inc.'s ("Esri") and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Placer Platform or its components or output therefrom including, but not limited to, liability for use of the Placer Platform or its components or output therefrom in high-risk activities or liability related to any data supplied by Esri.
2. Customer hereby agrees that, at the time of termination of use of the Placer Platform, it shall delete or destroy all elements of data derived from the Placer Platform or its components; provided however, that Customer shall not be required to immediately purge from its hard-copy, electronic or email files any such data which are contained in such files for so long as such data is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (ii) not used for any commercial purposes or monetized in any manner and (iii) ultimately deleted in accordance with its data retention policy.
3. Customer hereby agrees that it shall comply fully with all relevant export control and trade sanctions laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 744 of the EAR and all of its relevant supplements including Supplement No. 4 to Part 44 of the EAR (https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file and https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and it shall ensure that the Placer Platform, Placer Data and/or any component or output therefrom is not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export control and trade sanctions laws and regulations. When applicable, Customer shall provide Placer with information about its export and distribution activities as may be required for Placer and Esri to meet their respective obligations under those laws and regulations.
4. Customer hereby agrees that it shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Placer Platform, any component thereof, any data supplied by Esri, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri with respect to the Placer Platform and/or any component thereof.
5. Customer hereby acknowledges and agrees that Esri and its licensors do not warrant that any data supplied by Esri or its licensors or in the Placer Platform and/or any

component thereof will meet its needs or expectations; that the use of the Placer Platform, any component thereof, any data supplied by Esri or its licensors will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on any data supplied by Esri or its licensors in the Placer Platform and/or any component thereof, and Customer should always verify actual data supplied by Esri or its licensors in the Placer Platform and/or any component thereof. Any warranty offered by Placer for the Placer Platform, any component or output therefrom and/or any data supplied by Esri or its licensors shall only apply between Placer and Customer. Esri and its licensors do not offer any warranties or indemnities to Customer for the Placer Platform, any component thereof and/or any data supplied by Esri.

6. Customer hereby agrees that it shall not store, or cache, for the purposes of redistributing, or sublicensing content or otherwise using the Placer Platform and/or any component or output therefrom in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable laws or regulations.

6. Except as modified by the terms of this Amendment, the Order Form shall remain in full force and effect. In the event of any conflict or inconsistency between any provision of this Amendment and any provision of the Order Form, the provisions of this Amendment shall govern and control.

City of Boynton Beach, Florida	
By:	
Name:	Daniel Dugger
Title:	City Manager
Date:	4/1/26

Placer Labs, Inc.	
By:	Vernell Wisdom
Name:	Vernell Wisdom
Title:	Head of Contract Management
Date:	4/1/2026

PLACER LABS, INC.

Exhibit A

Esri Basemaps

Esri Basemaps is enabled on the Placer Platform . The Esri Basemaps product is subject to the Additional Terms for the Esri Basemaps Enabled Platform outlined herein.

Placer.ai

Craig Clark
Director of Recreation & Cultural Services
City of Boynton Beach
100 E. Ocean Ave.
Boynton Beach, Florida, 33435
United States

October 9, 2026

Dear Procurement Team,

This letter confirms that Placer Labs Inc. (“Placer”) provides our customers with aggregated location data combined with market insights, a user-friendly interface, and customer support. To our knowledge, the following company and product features are available exclusively on the Placer platform, Placer API, and Placer data feeds.

Distinguishing Company Features

1. **Proprietary panel, code insert, and mobile application providers** provide data generated from over 20 million monthly average users from which we collect our data to develop statistically significant insights into any physical place.
2. **Proprietary AI and machine learning** account for panel biases and normalize data changes to technology and application sources. Our location collection logic governs the location collection sampling patterns and frequency to optimize accuracy.
3. **Machine learning** provides estimations on physical market activity across the U.S.
4. **Historic and near real-time data** for the last rolling seven (7) years.

   Note: Placer data is proprietary, and our team of over one hundred engineers is constantly improving and validating the accuracy of the location data and the market insights we provide.

Client Base and Partners
Placer’s diverse client base includes over 4,860 leading commercial real estate, brokerage, retail, finance, and consumer packaged goods companies, and more than 1,650 civic clients including state and local governments, economic development organizations, universities, airports, and destination marketing organizations.

Privacy by Design
Placer is a privacy-first company. The data we receive from mobile application data providers is stripped of identifiers such as names, device IDs, and contact information before it is shared with us. We intentionally built our business with underlying technology that doesn't rely on personally identifiable information. Visit our Trust Center https://www.placer.ai/company/trust-center/ for details.

Placer.ai

Placer's Product Features

1. **Data for Visitors, Residents, Employees, and Passersby to any location in the United States**.
    a. Visitor metrics including unique visitors, frequency of visits, dwell time.
    b. "True Trade Area" reveals home and work location for visitors to any POI.
    c. Daily visits, hourly visits, length of stay.
2. **Points of Interest**
    a. Location data for available cities, counties, districts, neighborhoods, parks, open spaces, campuses, corridors, buildings, shopping centers, public or private properties, parking areas, vacant lands etc.
    b. Location data for streets, roads, highways, transit locations, trails etc.
    c. 'POI on the fly': Users may access, create, and save Points of Interest (POIs).
    d. Millions of points of interest currently accessible to all users.
3. **Visitor Journey**
    a. Visitor origin markets by city, state, zip code and census block.
    b. Prior and Post locations for visitors to any POI.
    c. Top visited national chains for visitors to any location.
    d. Top visited local points of interest for visitors to any location.
    e. Home zipcodes for visitors to any location
    f. Cross visitation among POIs.
4. **Visitor Demographics and Customer Segmentation**.
    a. Demographics for visitors to any location.
    b. Psychographic data for visitors to any location: behaviors, interests etc.
    c. Spend habits: favorite brands, consumer expenditures, etc.
    d. Social media habits: Web preferences, brand affinity, hashtags etc.
5. **Property Information**
    a. Size, ownership, tax history.
6. **Sales Information**
    a. Retail Sales currently available for grocery and select retail categories.
    b. Sales forecasting performed with visitation and historic sales records.
7. **Area Analysis**
    a. Traffic volume along every street, by direction and time of day.
    b. Planned Development: pipeline of development projects in planning, construction and completed.
    c. Event data: Visitation numbers for events including but not limited to expositions, festivals, concerts, community events, sports, conferences, performing arts etc.
    d. Event attendee visits to nearby properties.
8. **Migration data** reveals change to population trends for any Zip Code, County, State, including change to population, change to income levels etc. Top migration origins and destinations.
9. **COVID Recovery**: Visitation trends for retail and tourism for every city, county, state for present day benchmarked against a similar period in 2019.
10. **Void Analysis**: reveal best fit retailer, hotel, or other development type for any location.
11. **Site Selection:** reveal best locations for desired retail chains.
12. **Heat Maps** reveal pedestrian activity movement and gathering.

Placer's User Experience

User-Friendly Web Based Application
Every user is able to access Placer data, generate insights, and export reports without the need for technical skills beyond what is used for a typical web browser or mapping application.

Marketplace Applications, Integrations, and Services
Third party data, applications, and service providers enhance data with powerful insights about any location.

1. Applications to reveal demographics, psychographics, spend habits, and social/web preferences.
2. Integrations for data feed, storage, and analysis.
3. Partner Service Providers assist clients to operationalize data as part of business development efforts.

Custom Reports

1. A collection of custom reports is available to all users, and generated on demand. Some of the more popular reports for Civic clients include Retail Leakage, Pedestrian Heat Maps, Trip Origination by Market, Store Opening and Closing Impact, and Event Impact on Property.
2. Automated Monthly Reports deliver metrics about any POI.
3. Unlimited exports. Unlimited exports to PDF, CSV, JPEG, SHP and KMZ in Excel, KML, Tableau, Slides, pdf and other formats for integrations, sharing, and use in business efforts. ArcGIS exports are available for an additional fee.
4. API and Data Feed are available for an additional fee in addition to access to the Placer Platform.

Customer Support

1. **Customer Support**
   Every client can be partnered with a Customer Success Manager (CSM) to receive training and strategic support for specific projects and business needs. CSMs help clients produce reports, advise on best practices, and make introductions to Solutions Engineers for more complex project needs.

2. **Solution Engineers**
   Clients can work with Solution Engineers to explore trends, reveal insights, and build custom solutions to solve complex business needs. Our engineers can work independently to produce slide presentations that clients can then use for their internal presentations with their team, council, board, and stakeholders.

For any additional questions please contact:
Michael Mosley
Regional Vice President - Civic
michael.mosley@placer.ai

Sincerely,

Vernell Wisdom

Vernell Wisdom
Head of Contract Management
Placer Labs, Inc.

MARKET RESEARCH SUMMARY

Location Analytics Software Subscription — Placer Labs, Inc. (d/b/a Placer.ai)

Attachment to Single Source Justification

Prepared by Procurement Services — October 8, 2026 — desktop research from public web sources

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1. Purpose and Bottom Line

This summary documents what is publicly available about (a) other providers of comparable services, (b) how other governments buy and price Placer, and (c) whether a cooperative contract vehicle exists. It supports a single source finding under the Purchasing Policy Manual (Section IX): other vendors are available, so Placer is not a sole source, and the justification must rest on why continuing with Placer is most advantageous to the City.

- **Alternatives exist.** Comparable providers exist in tourism/destination analytics (Zartico, Datafy), transportation and pedestrian analytics (StreetLight Data) and GIS-based location analytics (Esri). None is a like-for-like substitute for every Placer feature the City uses.
- **Price flag.** Reported public-sector Placer contracts are mostly $8,000 to $27,500 per year. The City's $42,000 per year is above every reported figure, although it covers four departments and added modules. This should be tested with Placer before Commission.
- **No piggyback found.** No cooperative contract for Placer was found in the sources searched. Not conclusive; verify directly.

2. Comparable Providers

Provider	Primary focus	Public-sector evidence found	Fit to City needs
Zartico	Destination/visitor movement plus spending data	Fayetteville, AR AMP Commission approved a three-year Zartico contract (approx. $50,000 annual recurring) in December 2025 after staff compared Datafy, Placer.ai and Zartico. Staff concluded Zartico delivered the most useful data for the price, citing spend and short-term rental data.	Strong for tourism and special events; less evidence for retail leakage, void analysis, property data or public works.
Datafy	Destination/visitor analytics	Named alongside Placer.ai and Zartico in the Fayetteville evaluation; also named in trade press as a destination data provider.	Tourism and events. Pricing not found.
StreetLight Data	Transportation and pedestrian/vehicle volume analytics	Holds government cooperative contracts (per Pavilion listing, State of Minnesota and others); Harris County, TX buys it under a TIPS cooperative contract; Teton County, WY bought a one-year subscription for $19,600 in 2023.	Relevant to Public Works traffic and pedestrian volume; not designed for retail or event analytics.
Esri ArcGIS	GIS and mapping platform with location analysis	Listed by G2 as an alternative to Placer.ai.	Requires the City's own data inputs; not a foot-traffic data subscription by itself.

Other names appearing in trade sources: Arrivalist (Fayetteville's outgoing vendor) and Tourism Economics.

3. Peer Government Purchases of Placer

Agency	Amount reported	Term	Use
Village of Lombard, IL	$27,360	2 years	Economic development, tourism
City of Pacific, MO	$16,000	1 year	Parks, events, business attraction
Pryor Creek, OK	$27,000	3 years	City and tourism authority
Watertown, WI	$19,000	2 years	Tourism traffic analysis
Mercer County Tourist Commission, KY	$22,000	1 year	Event attendance, demographics
Monroe/Sky Valley, WA	$8,500	1 year	Regional visitor analytics
Middleburg, VA	$8,000	1 year	Downtown visitor counting
City of Boynton Beach (proposed)	$42,000 per year	1-year renewal	Four departments: Recreation & Parks, Economic Development, Special Events, Public Works

Caveats: figures come from a vendor sales-intelligence blog (Civic IQ) summarizing public meetings, are not verified against agendas, and may be total contract value rather than annual. The agencies are mostly smaller, and mostly single-purpose. The reported annual range for government contracts was $8,000 to $27,000, with multi-year agreements often priced lower. Before Commission, ask Placer to explain the City's price against these peers (scope, seats, API volume, XTRA credits, Chains Report Expanded, Void Analysis, Advanced Market Report) and request a multi-year price lock or discount.

4. Cooperative Contract Check

Searches for a Placer contract on Sourcewell, OMNIA Partners, TIPS and NASPO ValuePoint returned nothing relevant. The Civic IQ source references regional multi-agency licenses (for example, a regional cooperative in Connecticut and a joint purchase in Washington State), which are not national cooperative contracts. Action: ask Placer in writing whether any competitively awarded cooperative or state contract covers its civic product. If one exists, the City's piggyback pathway could replace the single source finding.

5. Implications for the Single Source Justification

1. **Classification.** The research supports treating this as a single source, not a sole source. Do not describe Placer as the only provider.
2. **Strength of justification.** The research does not show Placer is superior. A peer agency chose Zartico after comparing the three vendors for a tourism use case. The department's justification must therefore rest on City-specific facts: the City's first-year use, built-out reports and saved points of interest, staff training, multi-department use (including retail and void analysis and public works volume), and the cost and disruption of switching.

3. **Price reasonableness.** The City's $42,000 is higher than reported peer pricing. Document Placer's response on price and scope, and consider negotiating a lower price or a multi-year price lock as a condition of recommendation. **(See Craig's response as to why this cannot be multiple years)**

6. Limitations

This is desktop research from public web pages dated through October 2026. Several sources are secondary (an AI-generated summary of the Fayetteville meeting, a sales-intelligence blog, directory and review sites). Competitor pricing for the City's specific scope was not obtained. The department should verify key facts against primary documents (Fayetteville AMP Commission minutes, peer agency agenda packets) before relying on them in the agenda item.

8. Sources

- Madeira Beach, FL, Notice of Intended Sole Source Purchase (Placer.ai), Nov. 3, 2025 — madeirabeachfl.gov/documents/placer-ai-civic-letter-sole-source/
- Civic IQ, "Placer.ai Government Contracts: How Cities and Counties Use Location Analytics in 2026" (updated Sept. 2026) — civiciq.com/blog/placer-ai-government-contracts-how-cities-and-counties-use-location-analytics-in-2026
- Citizen Portal summary, Fayetteville (AR) AMP Commission approves Zartico contract — citizenportal.ai/articles/7341998/arkansas/washington-county/fayetteville-city/fayetteville-commissioners-approve-threeyear-zartico-contract-for-visitor-tracking-and-media-attribution
- Harris County, TX StreetLight Data subscription award summary (Bid Banana) — bidbanana.thebidlab.com/contract/nb1LUDmvD6CwlyIB1vLH
- Teton County, WY, Agenda Item, StreetLight Data 1-year subscription, Mar. 14, 2023 — tetoncountywy.gov/DocumentCenter/View/25060
- Pavilion, StreetLight Data government cooperative contracts — withpavilion.com/suppliers/streetlight-data
- G2, Placer.ai vs. Zartico comparison — g2.com/compare/placer-ai-vs-zartico
- Travel Weekly, DMOs using visitor movement data (Zartico, Datafy, Arrivalist, Tourism Economics) travelweekly.com

Based on all of this research, Procurement Services will consider this purchase a single source.

CITY OF BOYNTON BEACH CERTIFICATE OF INSURANCE FORM

For Purchases Under Procurement Threshold • Attach as cover document to contract

VENDOR INFORMATION

Vendor Name: Placer Labs d/b/a Placer.ai Contract Amount: $ 84,000

Description of Goods/Services Being Purchased: _____

INSURANCE REVIEW (Check ONE Option)

☐ **OPTION A: Insurance Requirements Excused by Department Director** *(Not available for construction, alcohol, leases, hazardous materials, special events, transportation, or when required by law).*

DEPARTMENT DIRECTOR DETERMINATION:

Based on my review and professional judgment, I have determined that the risks associated with this purchase are sufficiently minimal that insurance requirements (other than Workers' Compensation) may be excused for the following reasons (check all that apply):☑ No work performed on City property ☐ Purchase is for goods only with no installation or service component ☐ No vehicles used ☑ No access to City data systems or confidential information ☐ Limited duration and scope ☑ Low liability risk ☐ Other: _____
Attach Additional Justification If Needed.

I hereby excuse the standard insurance requirements except for Workers' Compensation for this purchase.

Craig Clark 10/13/26 Rec & Cultural Services

Department Director Signature Date Department

☐ **OPTION B: Standard Insurance Requirements Apply.** All applicable Certificate(s) of Insurance received, reviewed, and attached. Coverage adequate.

Staff Reviewer: _____ Date: _____

☐ **OPTION C: Workers' Compensation Exemption Only.** Vendor has provided documentation of exemption from Workers' Compensation requirements under Florida Statutes Chapter 440. Exemption documentation attached.

Staff Reviewer: _____ Date: _____

FOR PROCUREMENT/RISK MANAGEMENT/CONTRACT ADMINISTRATION USE

Received By: _____ Date: _____

Notes: _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-193- Approve Agreement No. 26-108SS between the City of Boynton Beach and Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (f/k/a DataProse, LLC) engaging Matrix directly as prime contractor for data processing, printing, mail finishing, and electronic delivery of utility bills and related Business Tax Receipt customer communications, for an initial three-year term with two one-year renewal options and an annual amount not to exceed $320,000; authorize the City Manager, or designee, to execute Agreement No. 26-108SS; and approve this award as a Single Source purchase under Section IX of the Purchasing Policy Manual.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-193.

Explanation of Request: Since the City's original 2016 award to Bill2Pay, LLC (now Catalis Payments, LLC) under Resolution No. R16-062, the City's utility bills have been physically produced and mailed by DataProse, LLC, operating as Catalis' subcontractor. DataProse was a named, executing party to Exhibit E (Bill Printing and Presentment) of the Services Agreement approved by Resolution No. R24-177, which it signed on July 22, 2024. DataProse has since been renamed Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions.

Catalis has exited the bill printing, mailing, and presentment line of business. Amendment No. 1 to the Catalis agreement deletes Exhibit E in its entirety and provides that Catalis shall have no obligation to provide, arrange, or be responsible for bill printing, mailing, or presentment services. The City is therefore left without a contracted producer for approximately 38,000 monthly utility bills and related Business Tax Receipt customer communications.

Agreement No. 26-108SS engages Matrix directly as the prime contractor for data processing, printing, mail finishing, and electronic delivery of utility bills and customer communications, for a three-year initial term with two one-year renewal options, with an annual amount not to exceed $320,000. Matrix executed the agreement on September 17, 2026. The agreement is a City-form document placing the vendor under Florida law and Palm Beach County venue; Chapter 119 Public Records obligations; sections 287.133, 287.135, 287.138, 448.095, 787.06(13), and 286.101, Florida Statutes; Local Government Prompt Payment Act terms under section 218.70; City ownership of all documents and work product; and a 90-day termination for convenience.

Section IX of the Purchasing Policy Manual permits award to one vendor, without competitive solicitation, when other sources exist but a single vendor is most advantageous to the City for reasons of standardization and to avoid unreasonable cost or inefficiency. This is a Single

Source determination, not a Sole Source determination. The City acknowledges that transactional print and mail is a competitive market served by multiple national vendors and makes no claim that Matrix is the only capable source.

SINGLE SOURCE DETERMINATION

The determination rests on the following findings:

- Incumbency, not novelty. Matrix is the incumbent producer of the City's bills under its prior name, DataProse, and is not a new vendor to the City. This award changes only its contractual position from subcontractor to prime contractor.
- Vendor-initiated change in position. The need for this award arose from Catalis' unilateral exit from bill printing, mailing, and presentment services, not from any City-initiated change in scope or vendor preference. No alternative performer is currently in place.
- Proprietary operational assets held by the incumbent. Matrix currently holds the developed composition programming, forms design, and data mapping for the City's bill format; the City's digitized logos and authorized signatures; the historical bill image archive; eBill enrollment and delivery records; and the established CASS, NCOA/Move Update, Intelligent Mail Barcode, and SFTP transmission configurations.
- Cost and risk of transition. Transitioning to another vendor would require re-onboarding the application — Matrix's own scope of work provides up to 80 hours of programming for a typical implementation — re-issuing bill formats, re-enrolling electronic bill subscribers, and transferring the prepaid postage account, while risking interruption to a billing cycle that drives Utility Enterprise Fund revenue.
- Defined re-competition horizon. The three-year initial term with two one-year renewal options is materially shorter than the prior five-year-plus-five-renewal structure under the Catalis agreement, establishing a bounded point at which this scope can be competitively re-solicited.

Unit pricing is held at the 2024 rate of $0.12 per bill package, now bundled to include data processing, perforated coupon stock, full-color printing on both sides, outgoing and return envelopes, and folding, inserting, presorting, and USPS delivery. Bill image access improves from $1,500 per month to a $1,500 annual API fee. The programming rate is unchanged at $160 per hour. Procurement Services finds these rates fair and reasonable based on continuity of 2024 pricing, the expanded scope now bundled into the per-piece rate at no increase, and the substantial reduction in the bill image access fee.

This award is presented concurrently with Amendment No. 1 to the Catalis agreement, which reduces that contract from $420,000 to $100,000 annually. Combined annual authorization across both agreements is $420,000, unchanged from Resolution No. R25-069.

How will this affect city programs or services? This action ensures uninterrupted production and delivery of approximately 38,000 monthly utility bills and related Business Tax Receipt customer communications following Catalis' exit from bill printing, mailing, and presentment services. Matrix continues in its existing operational role now as prime contractor rather than subcontractor preserving continuity of the City's bill composition programming, forms design, data mapping, digitized logos and authorized signatures, historical bill image archive, eBill enrollment and delivery records, and established CASS, NCOA/Move Update, Intelligent Mail Barcode, and SFTP transmission configurations. Approval avoids a gap in

performance for a billing function that drives Utility Enterprise Fund revenue collection, and the shorter three-year initial term establishes a defined horizon for future re-competition of this scope.

Budgeted Item: Yes

Account Line Item and Description: Utilities Account # 401-2825-536-49-17 is budgeted for these FYE 2027 expenditures.
001-2410-524.41-12 - approx. $18K
Building Department approx. $1,000 from account #130-2411-524-41-12
Code Enforcement approx. $2,000 from account #001-2412-524.41-12
Public Works approx. $3,000 - 431-2515-534-47.10
Public Affairs - $2,500 - 001-1215-519-47.10
Also any other departments that would like to use this in the future.

Fiscal Impact: Funds for the project are available in the Utilities Operations budget.

Attachments:
R26-193 Agenda_Item_5043-2026_-_Resolution_R26-XXX_Single_Source_-_Matrix_Imaging_Solutions.docx
Exhibit A to Resolution - signed agmt.pdf
COI.PDF
Matrix_26-108SS_Single_Source_Decision_Memo.pdf

RESOLUTION NO. R26-193

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SINGLE SOURCE AGREEMENT WITH MATRIX ENTERPRISE HOLDINGS, LLC D/B/A MATRIX IMAGING SOLUTIONS FOR DATA PROCESSING, PRINTING, MAIL FINISHING, AND ELECTRONIC DELIVERY OF UTILITY BILLS AND CUSTOMER COMMUNICATIONS, FOR AN INITIAL TERM OF THREE (3) YEARS WITH TWO (2) ONE-YEAR RENEWAL OPTIONS, IN AN ANNUAL AMOUNT NOT TO EXCEED $320,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires data processing, printing, mail finishing, and electronic delivery services for approximately 38,000 monthly utility bills and related Business Tax Receipt customer communications (the "Services"); and

WHEREAS, since the City's 2016 award to Bill2Pay, LLC, now known as Catalis Payments, LLC ("Catalis"), under Resolution No. R16-062, the City's utility bills have been printed and mailed by DataProse, LLC, operating as Catalis' subcontractor; and

WHEREAS, DataProse, LLC was a named, executing party to Exhibit E (Bill Printing and Presentment) of the Services Agreement between the City and Catalis, approved by Resolution No. R24-177 (the "Catalis Agreement"), which it executed on July 22, 2024, and DataProse, LLC has since been renamed Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions ("Matrix"); and

WHEREAS, Catalis has exited the bill printing, mailing, and presentment line of business, and Amendment No. 1 to the Catalis Agreement, presented to the City Commission concurrently with this Resolution, provides that Catalis shall have no obligation to provide, arrange, or be responsible for bill printing, mailing, or presentment services; and

WHEREAS, Section IX, Alternatives to Formal Sealed Bids, Paragraph 6, Single Source Purchase, of the City's Purchasing Policy Manual permits an award for commodities or services without competition when, although more than one source is available, selecting a single vendor is most advantageous for the City, including for reasons of standardization or consistency of results; and

WHEREAS, Matrix has produced and mailed the City's utility bills continuously since 2016, Matrix has provided written support of its single source identification, and the City's Procurement Services Division has determined that this purchase meets the criteria for a Single Source Purchase

under the City's Purchasing Policy Manual; and

WHEREAS, Single Source Agreement No. 26-108SS engages Matrix directly as prime contractor to provide the Services for an initial term of three (3) years, with two (2) one-year renewal options, in an annual amount not to exceed Three Hundred Twenty Thousand Dollars ($320,000.00), and was executed by Matrix on September 17, 2026 (the "Agreement"); and

WHEREAS, Amendment No. 1 reduces the annual amount of the Catalis Agreement from Four Hundred Twenty Thousand Dollars ($420,000.00) to One Hundred Thousand Dollars ($100,000.00), such that the combined annual authorization across the Catalis Agreement and the Agreement remains $420,000.00, unchanged from Resolution No. R25-069; 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 Single Source purchase from Matrix and the Agreement for an initial term of three (3) years, with two (2) one-year renewal options, in an annual amount not to exceed $320,000.00.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a single source purchase from Matrix pursuant to Section IX, Paragraph 6, of the City's Purchasing Policy Manual, and approves the Agreement between Matrix and the City for data processing, printing, mail finishing, and electronic delivery of utility bills and customer communications, for an initial term of three (3) years, with two (2) one-year renewal options, in an annual amount not to exceed $320,000.00, 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 ordering documents up to the annual not-to-exceed amount, amendments extending the Agreement for the two (2) one-year renewal terms provided therein, any ancillary documents

required under the Agreement or necessary to accomplish the purposes of this Resolution, and any Amendments to the Agreement that do not modify the scope of services, the rates, or the annual not to exceed amount. Any requested rate change at renewal shall require City Commission approval, as provided in the Agreement.

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 Theresa Gonzalez to forward to Matrix.

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

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

SINGLE SOURCE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MATRIX ENTERPRISE HOLDINGS, LLC D/B/A MATRIX IMAGING SOLUTIONS, FOR PRINT, MAIL & FULFILLMENT SERVICES

This Agreement is made as of this __ day of _____, 2026 (the "Effective Date"), by and between Matrix Enterprise Holdings, LLC, a Delaware limited liability company authorized to transact business in Florida (FEI/EIN No. 32-0577214), d/b/a Matrix Imaging Solutions, with a principal address of 341 Linwood Avenue, Buffalo, NY 14209, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City needs outsourced critical document management, print, and mail services for the production and delivery of utility billing statements and customer communications, and

WHEREAS, the Vendor is the single source to provide transactional document printing, mailing, electronic bill presentment, and related customer communication services; and

WHEREAS, the City desires to engage Vendor to provide data processing, printing, mail finishing, and electronic delivery of utility bills and related customer communications (the "Services"); and

WHEREAS, Vendor has agreed to provide the Services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **SERVICES:** Vendor shall provide all equipment, materials, tasks, and labor necessary to provide print, mail and fulfillment services. The Services are described in further detail in **Exhibit A.** Vendor shall perform all Services diligently, carefully, and thoroughly consistent with good business practice. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Services be free from improper workmanship and defective materials for the period specified in each quote or purchase

order.

2. **METHOD OF ORDERING SERVICES:** The City shall order Services under this Agreement by issuing a purchase order to the Vendor. Each purchase order shall reference this Agreement and describe the scope of work, fee, schedule, and deliverables for the Services ordered, and City staff may confirm such details via email to the Vendor. All terms and conditions of this Agreement shall apply to each purchase order, and all Services shall be provided and invoiced under the terms of this Agreement. Orders shall not be broken out into smaller orders to avoid applicable procurement thresholds or City Commission approval requirements. The Mayor is authorized to execute ordering documents up to the total not-to-exceed Fee approved by the City Commission under Section 4. Any increase to the not-to-exceed Fee, shall require approval of the City Commission. Upon completion of each scope of work, the Vendor will submit an individual invoice for the related purchase order indicating the date the Services were rendered, the description and quantity of the Services, and the rates charged in accordance with the Agreement, together with any other documents required by this Agreement or the applicable purchase order.

3. **TIME FOR PERFORMANCE:** Work under the Agreement shall commence upon the City giving written notice to the Vendor to proceed along with a purchase order. Vendor shall perform all services required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE:** As compensation for Services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed Three Hundred Twenty Thousand Dollars ($320,000.00) ("Fee"). The Fee is based on the Rates outlined in the Fee Schedule attached hereto as **Exhibit A** and incorporated into this Agreement by reference. The Fee shall be the sole compensation paid to Vendor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

    a. **Substantiation of-at Cost Charges**. For any charges billed on an at-cost or pass-through basis under this Agreement, including but not limited to Special Handling and Postage Used as set forth in Exhibit A, Vendor shall provide reasonably detailed supporting documentation substantiating the actual cost incurred, including, as applicable, carrier invoices, shipping receipts, or USPS postage records identifying the weight, zip code(s), and rate applied. Such documentation shall be provided with the corresponding invoice in accordance with Section 7. The City reserves the right to dispute and withhold payment of any at-cost charge for which adequate supporting documentation is not provided.

5. **TERM:** This Agreement shall commence on the Effective Date and shall remain in effect be for an initial term of three (3) years ("Initial Term"), unless otherwise terminated or

extended as provided in this Agreement. The City reserves the right to renew the Agreement for two (2) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Vendor is the single source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

6. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

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

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

Vendor: Matrix Enterprise Holdings, LLC
d/b/a Matrix Imaging Solutions
341 Linwood Avenue
Buffalo, NY 14209
Telephone: (716) 504-9700
Email:_ cs@matriximaging.com

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

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing Services, the nature of the service, hourly rate, and date(s) of service. Invoices may be submitted after

such Services are performed; however, all Services provided 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. Invoices for any at-cost pass-through charges, including but not limited to Special Handling and Postage Used, shall be accompanied by the supporting documentation required under Section 4.a.

Payment shall only be made for Services actually ordered and received pursuant to this Agreement. 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.

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

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

10. **ATTORNEY'S FEES:** If either Party sues to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

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

    A. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;

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

12. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By executing 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.

13. **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.

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

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated for convenience by the City with at least ninety (90) days' advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience, including in the form of City's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by City pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable, and City shall have no further obligation to pay Contractor for Services under this Agreement. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by City due to Contractor's failure to comply with any term(s) of this Agreement.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

17. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings,

and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

18. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage set forth in the Insurance Advisory attached hereto as **Exhibit B**, and incorporated herein by reference. Vendor shall maintain insurance in the amounts as required in **Exhibit B** during the entire term of the Agreement. The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insureds.

19. **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.

20. **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. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

21. **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.

22. **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 company ownership change 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.

23. **NO LIEN.** The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or

persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

24. **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.

25. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

26. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

27. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing the Services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within sixty (60) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

28. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

29. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this

Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

30. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

31. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

32. **ENTIRE AGREEMENT:** The 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.

33. **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.

34. **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.

35. **COUNTRIES OF CONCERN**: The Vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

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

37. **ENTITIES OF FOREIGN CONCERN**: The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the

government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 7. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

MATRIX ENTERPRISE HOLDINGS, LLC, D/B/A MATRIX IMAGING SOLUTIONS

Brian Snyder
Brian Snyder (Sep 17, 2026 14:04:38 EDT)
(Signature), Company

Brian Snyder
Print Name of Authorized Official

CCO
Title

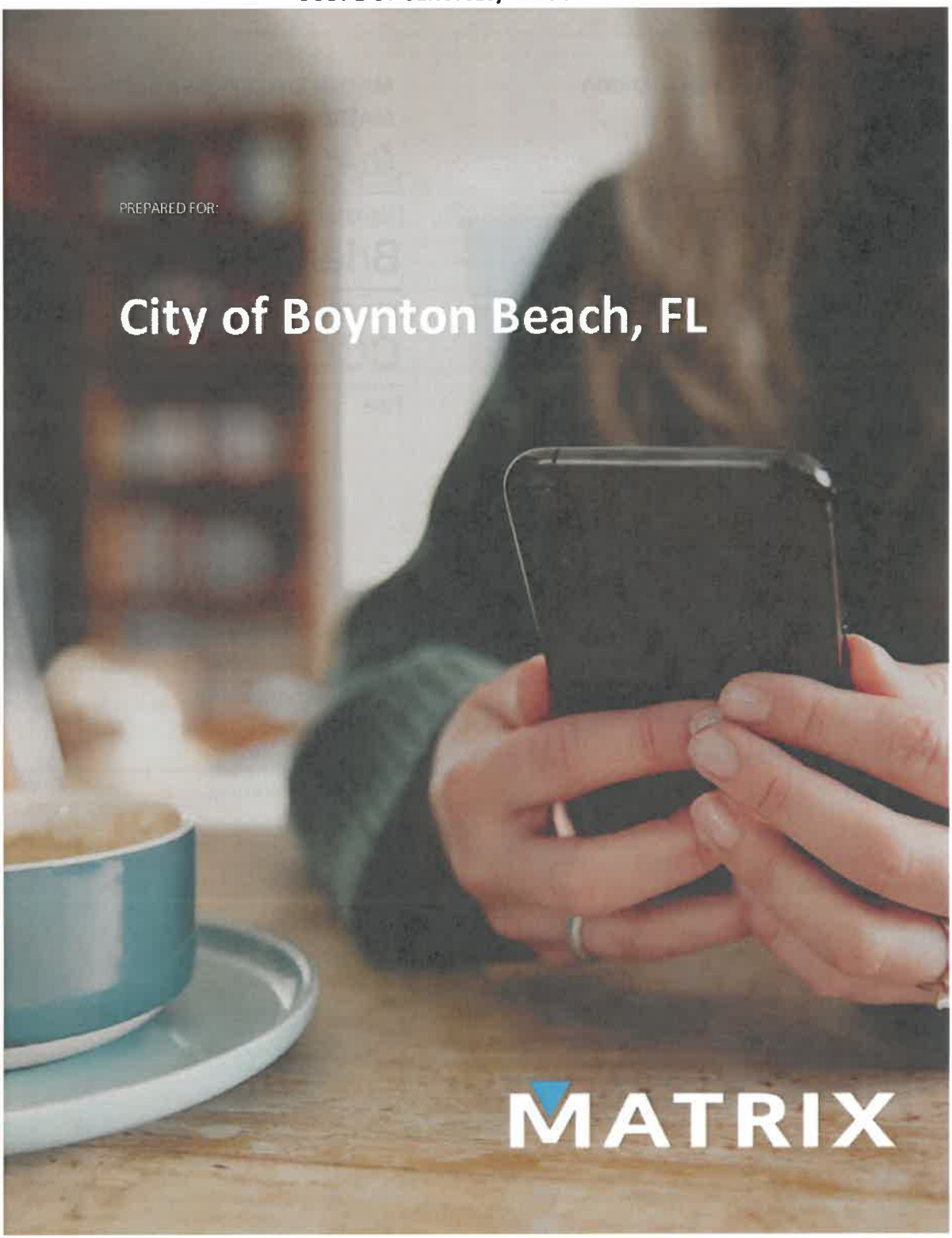
(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES/FEE SCHEDULE



MATRIX

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EXECUTIVE SUMMARY

For over 30 years the Matrix team has managed document design, composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets. We have made the production of customer documents a core part of our business and understand how mission critical it is for all our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. To exceed your expectations, we will work closely as a team to ensure the entire process is handled in a professional and timely manner consistent with your specifications. Our advanced technology and expertise, coupled with the variety of services we offer can dramatically reduce costs and risk. Our goal is to exceed your expectations in quality, timeliness and responsive customer service.

...

MATRIX

- eBill
  This service provides personalized html based graphic email delivery, 24/7 viewing and access, directs bill-payer to your EBPP Website, click-through & bounce-back reporting – 24/7 access to back-end reporting on any user-defined fields.

MATRIX LOCATIONS

East Coast Production (DMU)	6341 Inducon Drive East Sanborn, NY 14132
	5115 Pegasus Court, Suite H Frederick, MD 21704
Central Production (DMU)	1122 W. Bethel Road, Suite 100 Coppell, TX 75019
West Coast Production (DMU)	2930 Ramona Avenue, Suite 100 Sacramento, CA 95826
	Los Angeles Area Ontario, CA 91764

MATRIX

STAFF PROFILES

Curtis Nelson, SVP – Operations

Curtis Nelson's 32+ year tenure in the billing industry with Matrix Imaging Solutions includes a special focus on electronic bill presentment and payment systems. "I always try to employ a creative, strategic leadership approach, combined with a strong technical knowledge and continuous education, but our success ultimately depends on a very simple focus: always do what is right for the customer." Managing operations for Matrix Imaging Solutions, Curtis also focuses in procedural analysis and systems project execution, SAS70, other IT Control Objectives as well as Payment Card Industry standards and guidelines.

Tony Yeverino, Production Manager

Tony manages overall Production Operations at Matrix Imaging Solutions, where he has spent over 22 years overseeing multiple aspects of the production environment. He is well-versed in operating, servicing, and planning production for a wide range of digital imaging, inserting, and ancillary equipment—including Xerox, OCE Canon, Ricoh, MBO, Bell & Howell, Pitney Bowes, and Document Data Solutions. A key team member in deploying Matrix Imaging Solutions 'Automated Document Factory (ADF) in 2001, Tony helped implement this best-in-class technology at a time when many operations had yet to explore it.

Brian Ray, SVP - Management Information and Technology Solutions

Brian has over 16 years of experience managing transactional document production and delivering technological solutions for off-site outsourcing agreements. A Texas Tech graduate with a BS in Electrical Engineering, he transitioned from IT design architect roles—covering application design, networking, programming, and billing—into management in 2002. He has led major workflow improvements, including the migration of people, processes, and equipment for one of Xerox's largest banking customers. A 1999 Xerox National Champion of Customer Satisfaction and 2004 Lean Six Sigma Greenbelt, Brian has been enhancing Matrix Imaging Solutions 'processing and production systems since 2013.

Gina Randall, Project Implementation Manager

Gina has overseen major project implementations and managed client relationships at Matrix Imaging Solutions for over 20 years. Her work includes defining project specifications, coordinating communication between internal and external teams, analyzing client data, and providing education and training. Gina's experience and can-do attitude are key to consistently exceeding client expectations.

Rachel Alexis, Client Services Manager

Rachel's offers several years of experience as an Account Manager and has served our clients with Matrix Imaging Solutions for over 15 years. Her dedication and hard work not only ensure that her clients 'questions are answered, but she also maintains a strong relationship with each and every one of her contacts. She encourages open communication and always goes the extra mile to take care of her clients. Rachel is a graduate of Texas A&M University.

Colin Demino, Director of Business Development

Colin is a business development, sales, and marketing professional who consistently exceeds targets and builds lasting relationships in the Utility, Municipality, and Healthcare industries. He also supports internal business tools and marketing initiatives, including digital marketing, lead generation, and customer acquisition. His work spans client communications, sales presentations and proposals, contract and pricing negotiations, customer follow-up, and staying ahead of industry trends to better serve clients. Colin holds a BS in Fine Art and an Executive MBA, and was awarded the Summer 2023 Dale Carnegie Highest Award for Achievement. He joined Matrix in 2019.

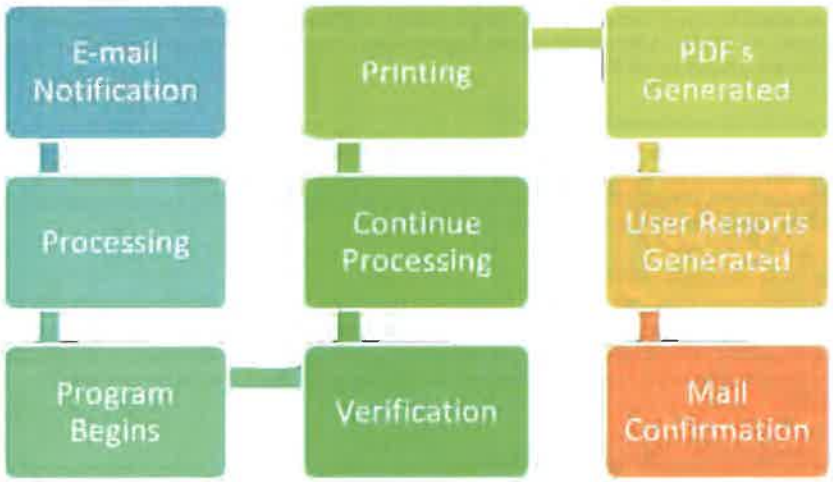
PRODUCTION PROCESS OUTLINE

MATRIX

All programs implemented by Matrix Imaging Solutions have been automated to the fullest extent possible. Upon receipt of your data, the following process will automatically begin:

- An email notification will be sent to key Matrix Imaging Solutions individuals responsible for your application.
- Your data file(s) will be transmitted to the appropriate location for processing.
- The program will begin.
- We will perform predefined verification steps (Developed application by application)
- Once your files have been automatically verified for accuracy, the processing will continue.
- Print files will be prepared.
- PDF files will be generated.
- Electronic data will be downloaded for presentation on the internet.
- Upon completion of the processing, you will be emailed a processing report (usually within 4 hours of receiving your files)
- And at the time your bills have been delivered to the USPS, you will receive a 2nd confirmation of delivery (Usually within 4 hours of mail delivery)

MATRIX PRODUCTION FLOW CHART



It is only out of our continually changing efforts to meet our client needs that we have purposely added several manual steps for verification in order to ensure that the proper attention is given to the accurate and current insert and insert weight verification and processing verification.

MATRIX

MATRIX ACCESS – YOUR SECURE CUSTOMER PORTAL 24/7

Job Processing at your finger tips! Matrix Access is our 24/7 printing and mailing Secure Customer Portal service. You send your data files to the Matrix Imaging Solutions Secure Matrix Access Internet site. The billing documents are printed, inserted, and mailed within one business day of receiving your data or same day if specified. Matrix Access provides a full menu of processing tracking, cost and CASS/NCOA reports. In addition, you may proof documents and add messages to your documents through Matrix Access.

Secure Access

Our clients are provided a safe and secure login to access our Matrix Access Customer Portal.



MATRIX

Inside Matrix Access Client Portal

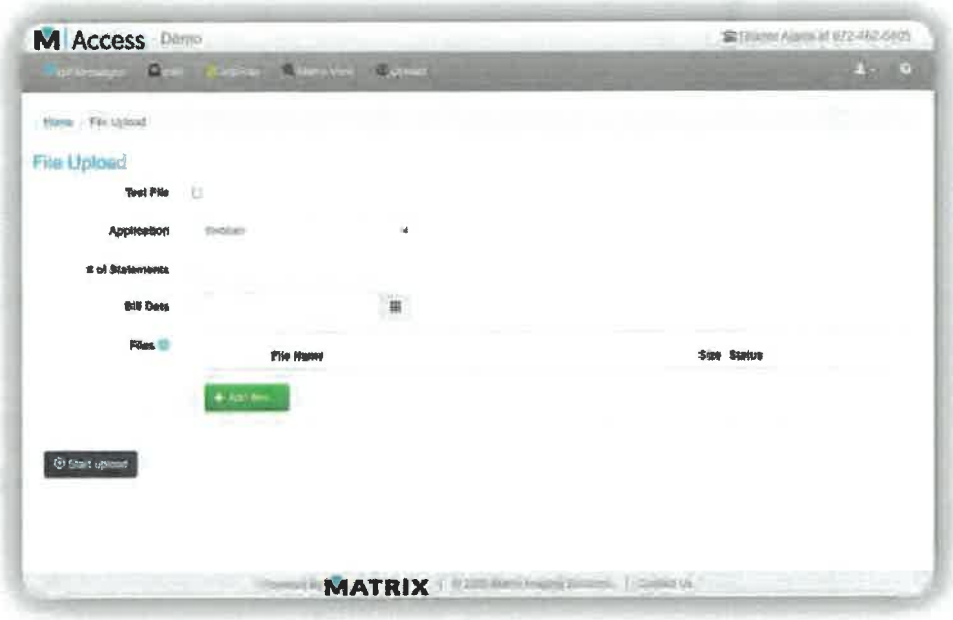
Our client portal is very user friendly and contains help information throughout the site. Simply click on the process selection needed for your project needs.



Secure FTP

Get the convenience of your favorite web browser and the security of FTP. It's a simple and secure way to deliver your valuable billing data to our servers.

MATRIX



JOB TRAX

Stay updated by logging in and watching your project move through data processing, printing and mail services.

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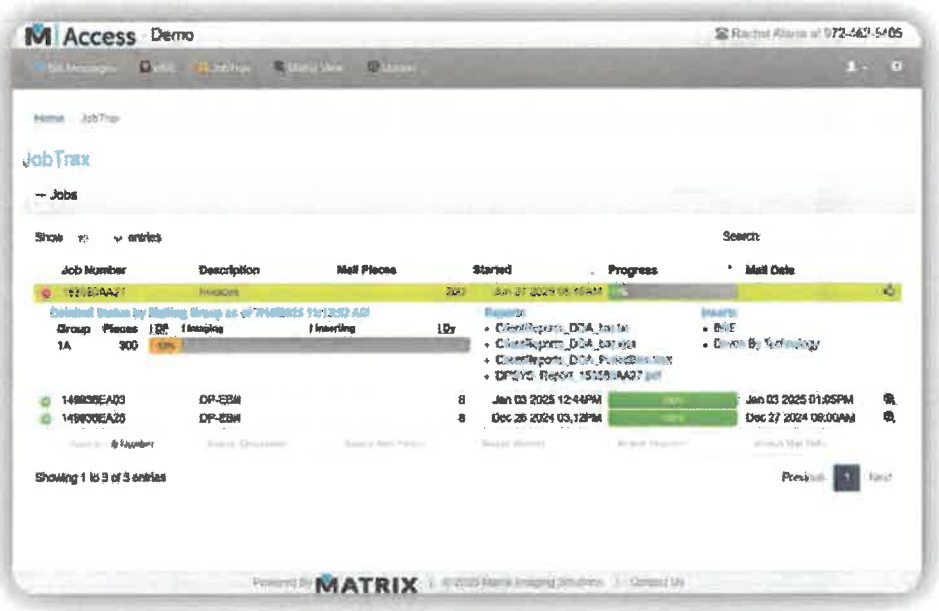
MATRIX


Access Demo
JobTrax
Jobs
Job Number
Description
Mail Pieces
Started
Progress
Mail Date
Showing 1 to 3 of 3 entries
MATRIX

9

MATRIX

EBILL

Example 1

Job 149936EA03, in this example 62.5% of the recipients received their email. 37.5% did not receive their email.

- Exceptions with email delivery.
- Action is necessary to deliver emails with exceptions.



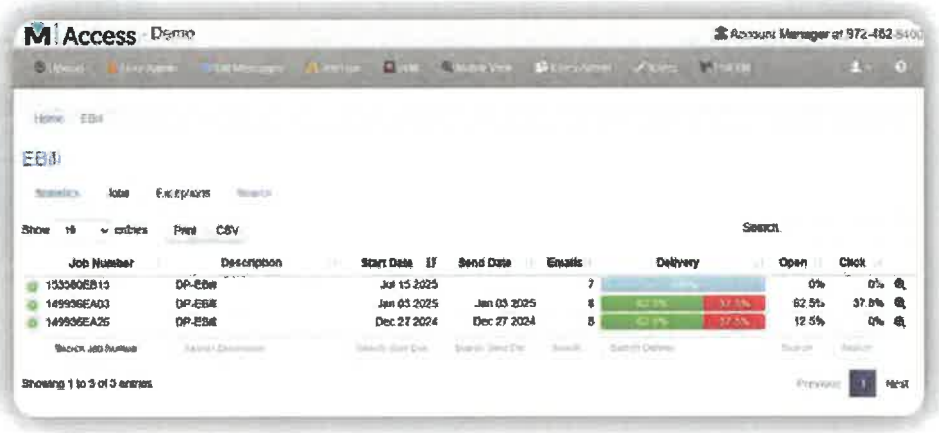


Example 2

Job 153580EB15, in this example 100% in blue but no send date. These emails are loaded and waiting to be sent. Jobs begin sending at 10:00 pm Central time.

10

MATRIX


Access - Demo
EBill
Job Number
Description
Start Date
Send Date
Emails
Delivery
Open
Click
Print
CSV
Search:
Showing 1 to 3 of 3 entries

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MATRIX

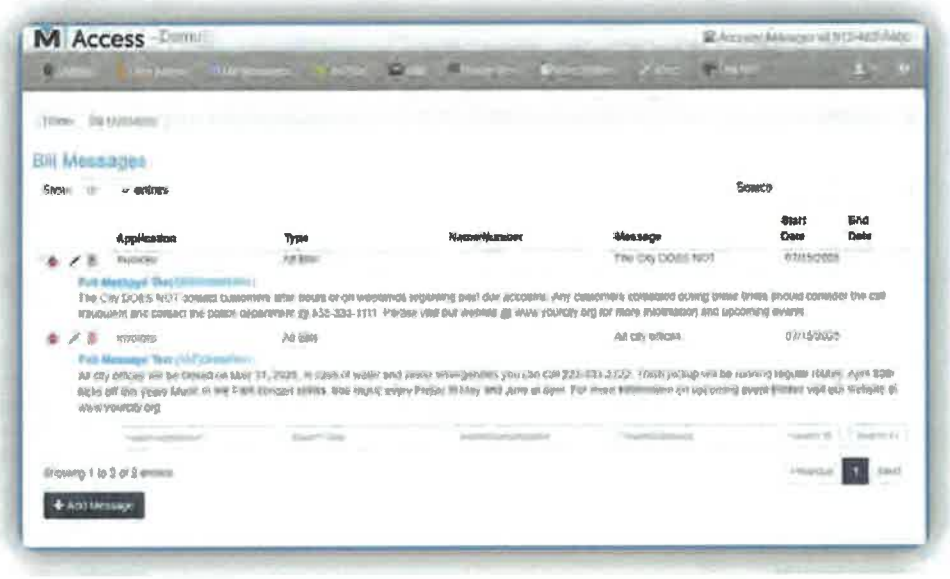
MESSAGE MANAGER

Manage Your Statement Messaging

The Message Manager tool is found inside the Matrix Access Client Portal. It allows Matrix Imaging Solutions customers to create ad hoc messages that will appear in a message field on the bill itself. Customers can determine if messages appear in a complete bill cycle group or a subset of the bill cycle group. The typical size of the message can be up to 500 characters. Matrix Imaging Solutions Account Managers assist our customers at no cost regarding the graphic requirements for bill messaging.

Self-Service Messaging enables business users to own and manage content and personalize communications for customers. With Self Service Messaging, business users have access to manage the messages and targeting rules for pre-defined content blocks. Remove the frustration, cost and delays of requesting IT to change communications content by opening the communication content to the most appropriate subject matter experts in the business. Proof your designs according to communication channel or device, including print, email, SMS, dynamic HTML5, or mobile notifications.

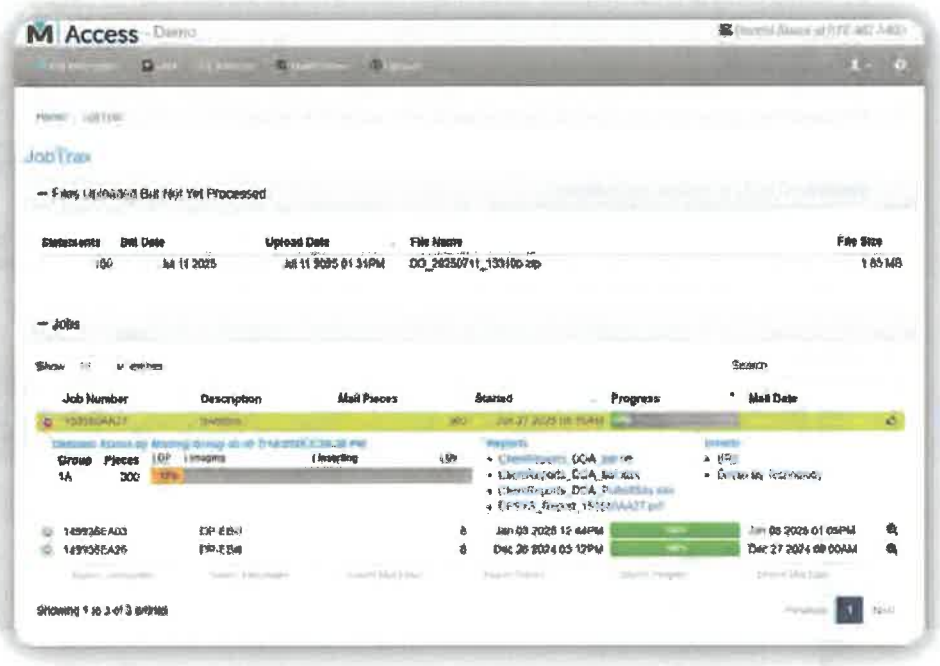
Configure approval processes to ensure all content and communications are appropriately checked and approved before sending to ensure the communications are fully compliant. Before deploying, enforce approval processes for all appropriate content, from individual content pieces to personalized templates.



MATRIX

COMPREHENSIVE REPORTING

Matrix Imaging Solutions provides a wide range and types of reporting for client reconciliation for each job/project submitted for production as you can see under the Reports area in this screenshot.



The most important report that most easily details the breakdown of records received and processed is the "DPSYS Report". This report is presented in PDF format and is available immediately after processing is complete. See DPSYS report sample following this page. Although the DPSYS report and MU Output Summary Report are the only reports that have been included in the RFP response, there are many others available after processing that provide additional detail.

- MailTrax Progress Report
- DPSYS Report – PDF
- MU Output Summary Report – PDF (Move Update)
- MU Output Report – DAT (Move Update)
- MU Summary – PDF
- Client Reports – TXT (invalid address report)

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MATRIX

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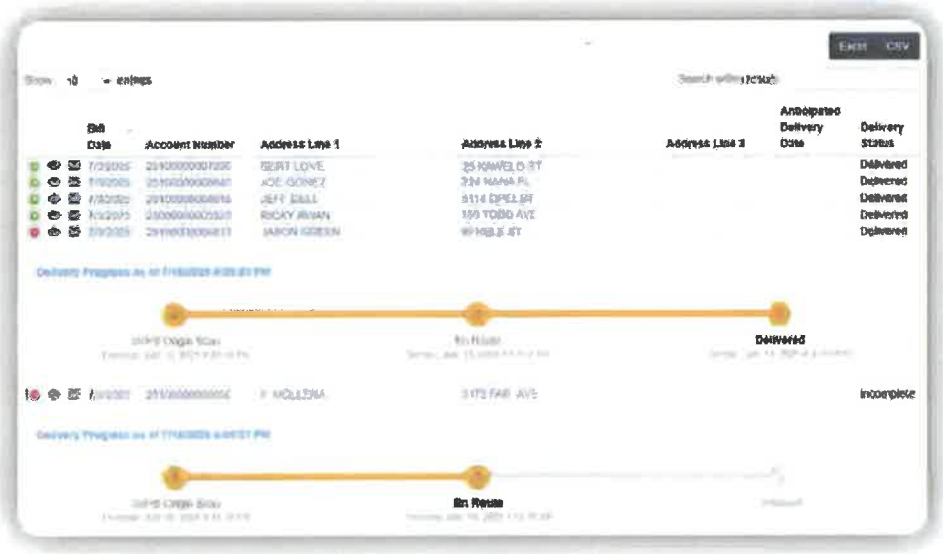
MATRIX

MATRIX ACCESS REPORT SAMPLES

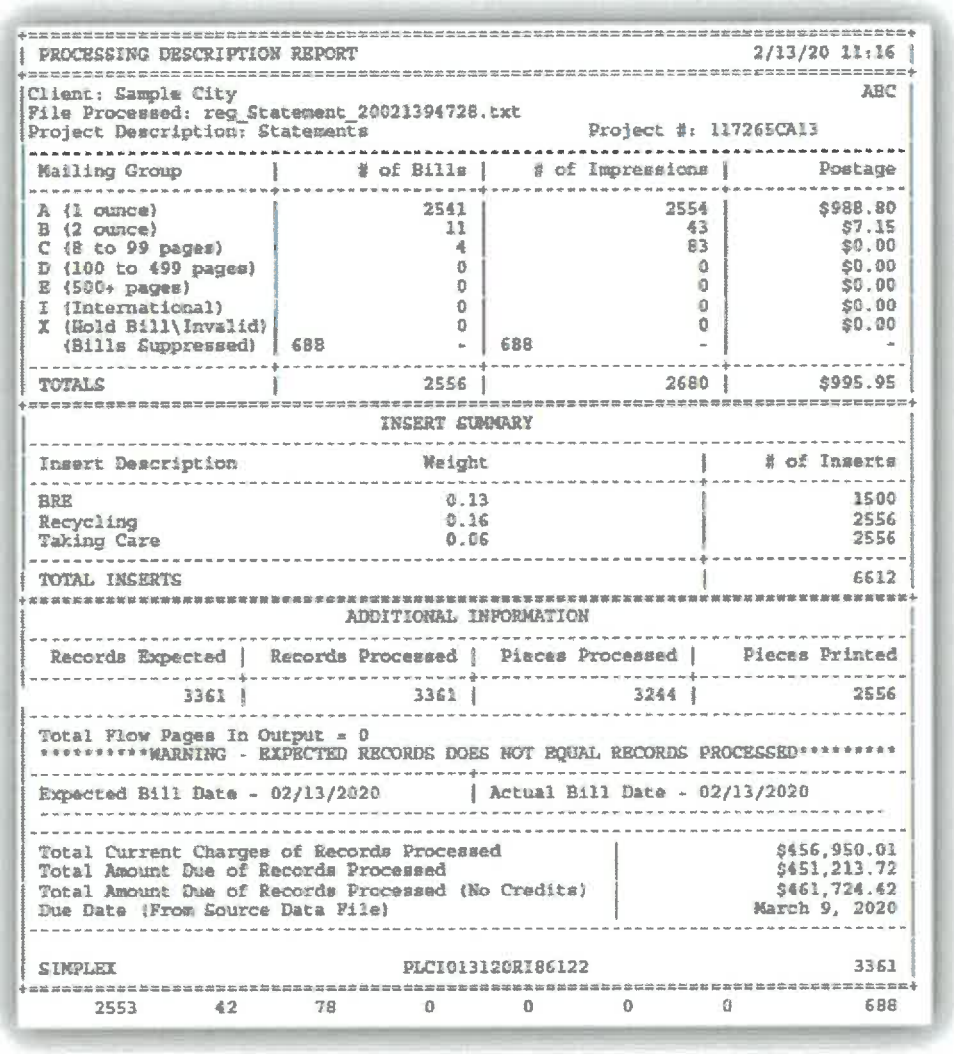
MailTrax Progress Report

MailTrax is our mail tracking service that utilizes USPS IMB barcode scans to track mail through the USPS system. This allows your personnel to know the status of each document/piece in the mail stream. Matrix Imaging Solutions offers tracking on both incoming (Origin) and outgoing (Destination) mail. MailTrax leverages the USPS IMb Tracing solution which provides clients with near real-time tracking information about your First-Class Mail®. This tracking is performed by retaining all scanning information as it is performed by the USPS and retained by Matrix Imaging Solutions. You can have visibility to the location of any document, as well as the return payments, which we believe is helpful during customer service interactions.



MATRIX

DPSYS Report Sample



PROCESSING DESCRIPTION REPORT 2/13/20 11:16

Client: Sample City ABC
File Processed: reg_Statement_20021394728.txt
Project Description: Statements Project #: 117265CA13

Mailing Group	# of Bills	# of Impressions	Postage
A (1 ounce)	2541	2554	$988.80
B (2 ounce)	11	43	$7.15
C (8 to 99 pages)	4	83	$0.00
D (100 to 499 pages)	0	0	$0.00
E (500+ pages)	0	0	$0.00
I (International)	0	0	$0.00
X (Hold Bill\Invalid)	0	0	$0.00
(Bills Suppressed)	688 -	688 -	-
TOTALS	2556	2680	$995.95

INSERT SUMMARY

Insert Description	Weight	# of Inserts
BRE	0.13	1500
Recycling	0.16	2556
Taking Care	0.06	2556
TOTAL INSERTS		6612

ADDITIONAL INFORMATION

Records Expected	Records Processed	Pieces Processed	Pieces Printed
3361	3361	3244	2556

Total Flow Pages In Output = 0
**********WARNING - EXPECTED RECORDS DOES NOT EQUAL RECORDS PROCESSED**********

Expected Bill Date - 02/13/2020	Actual Bill Date - 02/13/2020

Total Current Charges of Records Processed	$456,950.01
Total Amount Due of Records Processed	$451,213.72
Total Amount Due of Records Processed (No Credits)	$461,724.62
Due Date (From Source Data File)	March 9, 2020

SIMPLEX PLCI013120RI86122 3361

2553 42 78 0 0 0 0 688

...

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MATRIX

MOVE UPDATE Summary Output Report Sample

This report displays the original address from your data files and the new updated address after the Move Updates were performed.

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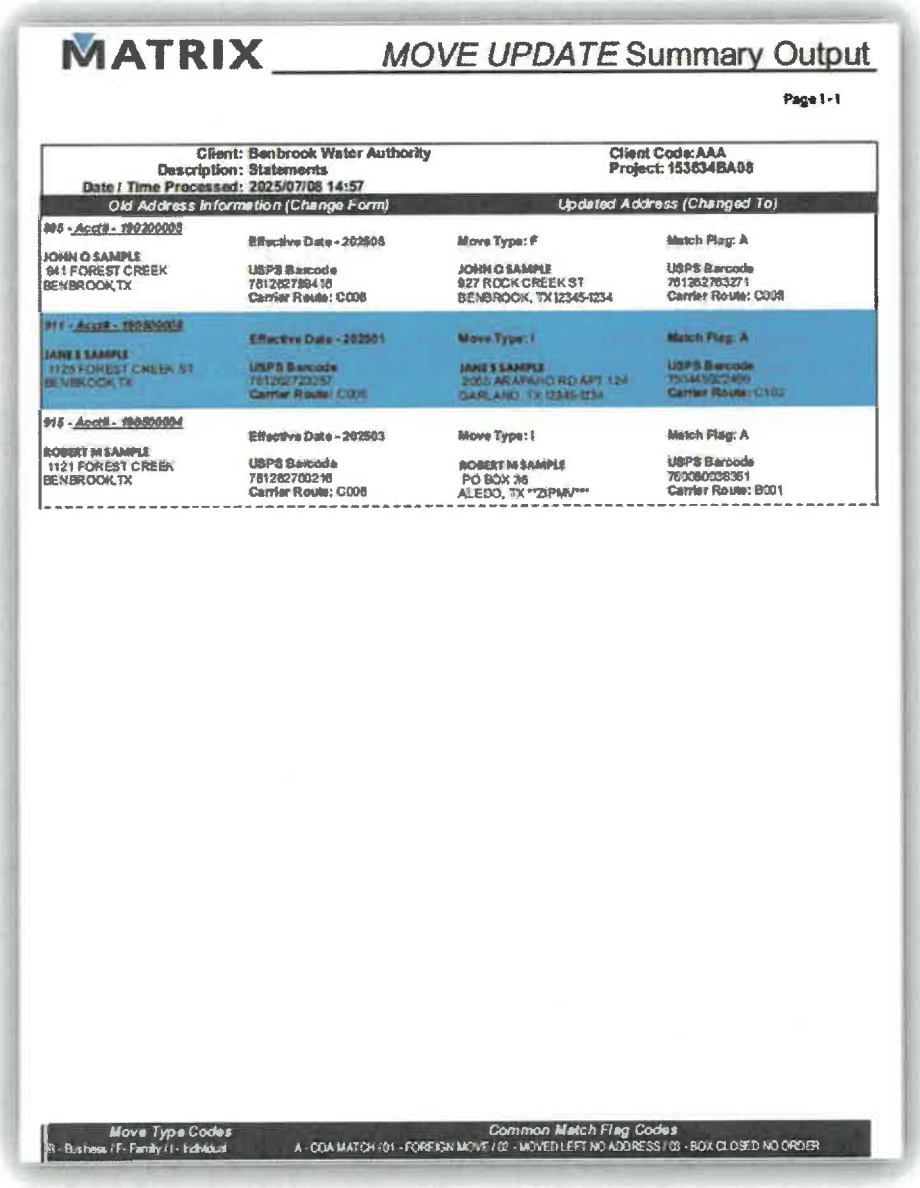
MATRIX



MATRIX MOVE UPDATE Summary Output

Page 1 - 1

Client: Benbrook Water Authority
Description: Statements
Date / Time Processed: 2025/07/08 14:57

Client Code: AAA
Project: 153634BA08

Old Address Information (Change Form)		Updated Address (Changed To)	
905 - Acct# - 190200003	Effective Date - 202505	Move Type: F	Match Flag: A
JOHN Q SAMPLE 941 FOREST CREEK BENBROOK,TX	USPS Barcode 76126278841 6 Carrier Route: C008	JOHN Q SAMPLE 927 ROCK CREEK ST BENBROOK, TX 12345-1234	USPS Barcode 761262763271 Carrier Route: C008
911 - Acct# - 190200002	Effective Date - 202501	Move Type: I	Match Flag: A
JANE S SAMPLE 1125 FOREST CREEK ST BENBROOK,TX	USPS Barcode 761262720257 Carrier Route: C008	JANE S SAMPLE 2055 ARAPAHO RD APT 124 GARLAND, TX 12345-1234	USPS Barcode 75044302240[illegible] Carrier Route: C102
915 - Acct# - 190200004	Effective Date - 202503	Move Type: I	Match Flag: A
ROBERT M SAMPLE 1121 FOREST CREEK BENBROOK,TX	USPS Barcode 761262700216 Carrier Route: C008	ROBERT M SAMPLE PO BOX 36 ALEDO, TX **ZIP4V***	USPS Barcode 760360036361 Carrier Route: B001

Move Type Codes
B - Business / F - Family / I - Individual

Common Match Flag Codes
A - COA MATCH / 01 - FORWARDING MOVE / 02 - MOVED LEFT NO ADDRESS / 03 - BOX CLOSED NO ORDER

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MATRIX

MATRIX IMAGING SOLUTIONS PRINTING SOLUTIONS

Matrix Operates 2 primary 42,000 Sq Ft Production Facilities in Sanborn, NY and Coppell, TX. Both sites run 3 full production shifts and are designated as On-site Detached Mail Units by the USPS.

Print (Current print capacity over 5 million images per day)

Continuous Fed Print

- (3) Ricoh VC60000 Full color Duplex print system (with dynamic Perf & 3-hole)
- Tecnau Pre/Post

Cut-Sheet Print

- Canon varioPRINT IX-series
- (2) Xerox iGen 5
- Xerox Baltoro HF Inkjet
- Xerox Nuvera
- Ricoh Pro c9210

Supporting Print

- Riso Inkjet
- (3) RENA 5
- Xerox Altalink
- (4) Xerox Versalink

Mail/Inserting (Current insert capacity over 1 million envelopes per day)

Inserting

- (2) Bell+Howell 3500 6 station

Hi-Speed Intelligent Inserting*

- (2) Bluecrest Rival 3 Station
- (5) Pitney Bowes FPS
- (3) Pitney Bowes FPS / MSE
- Intelligent Inserting – Flats/Other
- (2) Quadient DS6001 2 Pocket Large Format Inserter

*All inserters are equipped with DDS iDataScan & iDataRepair inserting integrity Camera Systems for piece level verification.

Bindery

Folding

- (4) MBO Folder B118 - Fold/Cold Glue
- (2) MBO Folder Right Angle Folder - Fold/Score/Perf

Cutting

- (2) Polar Knife 1 - Max 45" x 45"
- Challenge Titan Cutter 265XG
- Baumcut 26.4 Guillotine

Other

- (2) Standard Horizon Stitchliner
- (2) Standard Horizon PerfectBind 270
- Standard Horizon Booklet Maker A
- (4) Tabber – Buskro/Rena/Neopost
- Duplo BC Cutter/Folder
- JBI PB3000 Wire-O binding machine

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- TEC Lighting UV Coater
- Graphics Wizard Laminator
- Advantage Machinery/Auto Shrink Wrap
- IBI High Speed Paper Punch
- Spiel High Speed Paper Punch
- Spiel Auto Coil Inserter
- (3) Gateway Auto Coiler
- (2) Challenge Power Round Corner
- Rosback Perf / Count EZ Creaser
- Challenge Paper Drill
- Primera CD/DVD burner/Labeler

MATRIX

MAIL FINISHING AND DELIVERY

Matrix Imaging Solutions utilizes Bell & Howell and Pitney Bowes inserting equipment which can produce a wide variety of statements. Using bar-coding techniques that keep each run in order.

100% output verification is becoming the standard of service for all intelligent mail applications. Document Reliability System (DRS) delivers better service to your customers through automated mail piece verification.

Currently, Matrix Imaging Solutions has six (6) Pitney-Bowes Mailstream Evolution Inserting System 12's for inserting and finishing at a rate of up to 12,000 pieces per hour, each.

DRS utilizes an innovative camera system to read and report each document as it is processed, providing correct sequence assurance, and producing a full audit trail verifying each envelope's completion. The system allows us to quickly identify and fix any doubles, missing documents, or insertion errors mid-stream without compromising the production process or audit trail.

Mail Verification and USPS Information

As a designated DMU of the United States Postal Service, all outbound first class presorted mail is inspected, prepared and loaded onto trucks daily at our facilities. The USPS trucks leave 2x per day to deliver to the USPS Processing and Distribution Center. This is located in close proximity to our facilities. This expedites the movement of all mail into the postal distribution system and allows for the best possible postal rates.

Mail Delivery Timeline

Matrix Imaging Solutions processes, prints and mails in 24 hours after receipt and approval of data file. (Include same day mail cutoff time verbiage if necessary.)

MATRIX

AUTOMATED DOCUMENT FACTORY / INSERTING INTEGRITY

Matrix Imaging Solutions utilizes a camera verification system to track and verify document specific data to ensure the integrity of each mail piece. The camera captures images of the mail pieces (address window) as they travel through the inserting process in a predefined sequence. The images are transmitted to our system and OCR software reads the barcodes to spot any breaks in the sequence or document specific information.

The information that we check and verify includes:



- Envelope Id
- Print Id
- First Page Indicator
- Envelope Sequence Id
- Component Id
- Job Id
- Address Type Id
- Client Id
- Custom Stock

Preprocessing to Maximize Postage Savings

To ensure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, Matrix Imaging Solutions will:

- Utilize our software to verify valid addresses from the client's data
- Create a data stream for documents with missing zip codes or bad addresses
- Sort data into mail streams required by the USPS for postage discounts
- Add and verify Zip+4 Post-Net barcode to all addresses to aid presorting, if necessary
- Matrix Imaging Solutions requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply.

MATRIX

QUALITY ASSURANCE / GUARANTEED PERFORMANCE

The success of an alliance with Matrix Imaging Solutions would be based on a consistent level of excellence in ongoing service dependability. Equally important is the assurance of long-term excellence in customer service responsiveness, problem solving, and solutions.

Matrix Imaging Solutions has in place measures to ensure:

- Quality control
- Availability and uninterrupted workflow
- On-time delivery
- Pricing and contract adherence
- Corporate identity and specification adherence
- Strict data security and confidentiality
- Customer service responsiveness
- Accurate and verifiable billing and cost allocation
- Accurate history and usage reports

After-Hours Support and Escalation

Matrix Imaging Solutions after-hours support guarantee defined below:

Standard Production Requests:

- Contact your assigned Account Manager 972-462-5405
- Escalation Contact — Client Relations Manager

Urgent Production Requests

- Email DPList-FirstResponseTeam@matriximaging.com
- Phone 972-462-5411
- Escalation Contact — Client Relations Manager 972-462-5405

After-Hours Production Requests

- Email DPList-FirstResponseTeam@matriximaging.com
- Phone 972-462-5411
- IF NO RESPONSE WITHIN 30 MINS, Call HOTLINE 888-856-3185

SOC 2 Type 2

Under our SOC 2 Type 2 Compliance, all processes are certified compliant and annually audited.



MATRIX

MATRIX IMAGING SOLUTIONS QUALITY CONTROL PROCESS OVERVIEW

Quality is at the forefront of the Matrix Imaging Solutions business model. Matrix Imaging Solutions provides quarterly, bi-annual, or annual account reviews depending on client needs, allowing us to gauge customer satisfaction. A typical meeting addresses any processing issues and plans for product enhancements, document changes, or quality control procedures. We expect open communication and encourage clients to maintain regular contact. Ultimately, the measure of value is left to our customers. With our extremely high contract renewal rate, we've confirmed that our services add value and are high quality.

The key to a successful vendor-customer relationship is matching resources. Having personnel who understand the client and their business needs ensures continued success. We match resources at the operational level for daily activity, as well as at the executive level for decision-making, strategy, and key development tasks.

Our ADF (Automated Document Factory) utilizes a Problem Fault Management system called ITSM (IR "Incident Report" System). Each problem, or IR, is tracked as a ticket using an internal program. Tickets are entered, updated, and closed within the system, allowing users to trace the IR from reporting to closure. Clients receive ticket numbers so they can contact their Account Manager for updates.

Matrix Imaging Solutions' 'zero defects" mindset sets a high standard. The philosophy encourages accepting no mistakes, delays, or rework as standard practice, but instead learning from errors, setting attainable goals, developing plans to meet them, and then raising the goal. As employees use their quality training, the results benefit both the employee and, more importantly, the customer. At our Production Centers, quality issues are tracked weekly and evaluated by management.

Production Centers have checkpoints where each job is scanned, with data automatically integrated into a customer-accessible 24/7 database. Our ADF tracks mail to the piece level versus job level, ensuring greater quality and mail piece integrity while improving operational efficiency.

We employ both manual and automated checks to facilitate total quality management. Print and insert operators pause production to review output for errors, streaks, alignment, or sealing. In-house engineers perform regular maintenance. Software and hardware audits, such as inserter software tracking document counts and cameras scanning pieces, ensure quality. This combination of human, machine, and software auditing delivers the highest quality.

Additional checks include the "JOBS IN PROGRESS" report, giving management a physical checklist of active jobs, and "storyboards" that follow each job through the facility. Storyboards include SLAs, timestamps, quantities, materials, visual references, and customer details. Each phase is scanned into the database, and operators initial the physical storyboard.

In summary, our zero defects philosophy, combined with rigorous manual and automated checks, has proven beneficial to employees and, most importantly, customers.

MATRIX

CONFIDENTIALITY & SECURITY

It is the policy of Matrix Imaging Solutions to ensure the privacy and security of our client's data. Destruction/disposal of client data shall be carried out in accordance with federal and state law and as defined in the organizational retention policy. The schedule for destruction/disposal shall be suspended for records involved in any open investigation, audit, or litigation.

In order to protect all client data from an unauthorized access, Matrix Imaging Solutions systems are secured at many levels, including 128bit SSL encryption from multiple firewalls, physical and logical segregation of processing systems. Rights and roles are closely managed and monitored to ensure only those people and systems requiring access are granted access.

Finally, Matrix Imaging Solutions has automated systems pruning non-essential data to ensure data that is not required is not retained. Furthermore, the Matrix Imaging Solutions production facilities are controlled by card-key access, 100% monitored by camera systems. Matrix Imaging Solutions off-site data centers are controlled in a similar manner with the added protection of biometric scanning access. Matrix Imaging Solutions 'sophisticated piece level processing and tracking systems (Automated Document Factory- ADF) is our internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. Every page of every bill or document is "fingerprinted" with sequencing numbers and characters (piece IDs embedded in our 2D symbology), which allows 100% integrity of every mail piece. The production centers have key checkpoints throughout the facility where each job is scanned, and the data is automatically integrated into a database and web application (JobTrax) that is available to our customers 24/7. Manual and automated cross checks are deployed throughout the facility and process and production employees receive monthly bonuses for zero defects. It is this combination of human, machine and software, each auditing each other, that provides the highest quality.

MATRIX IMAGING SOLUTIONS SFI / RECYCLED PAPER INITIATIVE

Matrix Imaging Solutions utilizes non-toxic, vegetable-based inks for any pieces that need to be printed offset instead of digitally. As technology has evolved, Matrix Imaging Solutions has moved from laser print to inkjet for most of our statement output. This includes our Ricoh Pro vc60000 and our new IX-Series printer. Digital inkjet printing technology is a prime example of a printing method that will support a reduction of environmental contamination.

Matrix Imaging Solutions offers a wide selection of eco-friendly paper options. All Matrix Imaging Solutions paper suppliers are certified as SFI (Sustainable Forest Initiative) providers and are recyclable. The SFI logo can be found on all Matrix Imaging Solutions standard-stock envelopes. Matrix Imaging Solutions has been a longtime supporter of American Forests. Our annual support continues to enhance their reforestation efforts.

Matrix Imaging Solutions uses Domtar Vivid Jet as the paper type for all our billing statements. Below are some of the key environmental characteristics for this paper.

- Forest Stewardship Council® (FSC®) certified
- Member of Domtar EarthChoice® family of products
- SFI® Certified Sourcing
- Made with Elemental Chlorine Free (ECF) virgin fiber content
- Manufactured under alkaline (acid-free) conditions for increased longevity and performance

MATRIX

DATA SECURITY & BUSINESS CONTINUITY PLAN

Business Continuity Planning Strategy

Business Continuity Planning (BCP) aims to prevent or minimize damage from disruptions in operations.

Matrix Imaging Solutions Business Continuity Plans are intended to:

- Prevent a minor incident from becoming a major issue
- Clearly outline roles and responsibilities
- Minimize loss of data and revenue
- Protect the Matrix Imaging Solutions reputation
- Satisfy the Matrix Imaging Solutions obligations to its employees, customers, and community
- Comply with applicable laws and regulations

Matrix Imaging Solutions Business Continuity Policy

It is the policy of Matrix Imaging Solutions that plans are developed and maintained to ensure adequate continuity in the event of a disaster. Matrix Imaging Solutions business continuity plans are designed to protect the interest of our customers and employees.

Assumptions

Not all incidents or events will lead to a disaster declaration. The declaration of a disaster will be reserved for major system and/or infrastructure failures (network, facility, or computer hardware/software) where initiation of BCP recovery procedures is required.

BCP Plans and recovery procedures are developed around a single disaster or event impacting Matrix Imaging Solutions business-critical functions.

Alternate sites/vendors/resources will be available to Matrix Imaging Solutions at the time of need.

Qualified personnel in sufficient quantities are available to perform recovery activities.

Organizations external to Matrix Imaging Solutions, such as vendors and government agencies will be reasonably cooperative during the recovery period.

Recovery Sites

Our Matrix Imaging Solutions business continuity strategy integrates alternate Matrix Imaging Solutions facilities (Coppell, TX, Sanborn, NY and Sacramento, CA) and 3rd Party Alternate Work Site Agreements.

Recovery Strategy

Recovery facilities are stand-alone production facilities encompassing statement production, warehousing and administrative departments. All plans are developed so that work can be moved from facility to facility and in this way, serve to back one another up.

Declaration

Matrix Imaging Solutions will communicate to all customers that a disaster has been declared and that Matrix Imaging Solutions is operating in disaster recovery mode. Matrix Imaging Solutions will be responsible for vendor notification - obtaining additional forms and materials for transport to the alternate processing facilities. All statements from the impacted facility will be transferred and processed through one of the alternate processing facilities where printing, inserting, and mailing functions will take place.

Data Transmission

MATRIX

Upon a disaster declaration by Matrix Imaging Solutions, customers will not need to make any change to their statement file transmission method. Customers with dedicated circuits would have to provide statement data via tape or over the internet. (Matrix Imaging Solutions will provide assistance to those customers wishing to use the internet to ensure connectivity).

Printing

Printing will be performed by the alternate processing facilities or the third-party print and mail vendor.

Matrix Imaging Solutions will attempt to use all available custom forms; however, we may elect to use plain white forms without logos to ensure mail is processed in as timely a manner as possible.

Matrix Imaging Solutions will make every attempt in a disaster to print utilizing the same type/model of printers as used in non-disaster situations but may elect not to provide highlight color or full business color as an option.

Inserting

Inserting will be performed by the alternate processing facilities or the third-party print and mail vendor.

Custom inserts will not be included as part of the inserting process. Dynamically created inserts can be included. The decision to include/not to include inserts will be reviewed as the resumption process continues. Matrix Imaging Solutions will continue to handle and be responsible for special handling needs - processing holds, etc.

Generic carrier and remit envelopes will be used at the onset of the disaster declaration. The decision to include/not to include custom carrier and remit envelopes will be reviewed as the resumption process continues.

Zip Sorting

Matrix Imaging Solutions will continue to process mail pieces in zip code order for presentment to the USPS to ensure the best Postal rate is achieved.

Matrix Imaging Solutions will provide a report of volume for work processed each day.

Production Services

Matrix Imaging Solutions will continue to perform job reconciliation and postage payment functions.

Matrix Imaging Solutions will continue to perform reprint capabilities.

Warehousing

All incoming, receiving and warehousing functions will be performed by the alternate processing facilities or the third-party print and mail vendor.

Client Communications

As part of a comprehensive communications plan that outlines the management, escalation and communication processes during a disaster situation, the facility general manager will coordinate communications to its internal customers. Working together and in accordance with the overall business continuity plans, communications will share information and/or impacts with clients as timely as is possible.

Statement of Work A-1

1. This Statement of Work ("SOW") A-1, ("Statement of Work Effective Date"), is entered into by and between CLIENT. and Matrix Imaging ("Matrix") pursuant to the Master Services Agreement.

2. Print, Mail, and Shipping Services

   Processing and output monthly estimate – 25,000

   2.1. Processing Requirements

      2.1.1. Letters are processed and mailed daily, Monday – Friday, business days.

      2.1.2. Volumes greater than 25% the estimated daily mail volume must be agreed upon with two (2) business days advance notice. The schedule and volume limits are subject to revision at any time, upon mutual agreement.

      2.1.3. Variable page counts possible in processing and mail package.

      2.1.4. Each document will be supplied by CLIENT as an individually pre-composed PDF or data file. Index files will be uploaded and zipped with letter PDF records, via SFTP. Data files will be accompanied by a mapping document.

      2.1.5. Processing will occur daily at predetermined and agreed upon schedules.

         2.1.5.1. Matrix to process files through CASS and NCOA; ACS available upon request.

         2.1.5.2. Address changes that change the delivery point location state, will be rejected for reprocessing at CLIENT.

      2.1.6. Printing is full-color, duplex digital printing.

      2.1.7. All pieces will be mailed via first class USPS.

3. Reporting

   3.1. Data Summary Report

      This report shall be generated after each record processing cycle. The report is on a one-to-one basis, matching file received by Matrix to file processed by Matrix. The report shall be transmitted one time per processing event or as required.

   3.2. Data Rejection Summary

      This report shall be generated after each record processing cycle. The report provides the reason or reasons a file is invalid.

   3.3. USPS Mail Confirmation Report

      This report shall be generated one time per business processing day. The report contains a summary of records that are shipped and by what courier service (such as USPS).

   3.4. Online real-time access via Matrix Remote or Matrix Access.

4. Physical Materials

   4.1. Paper, 8.5 x 11, standard: 24#– plain white

   4.2. #10 Pistol Window Envelope, Security inside tint

   4.3. #9 Window Return, Security inside tint

5. Service Level Agreement (SLA)

5.1. Performance Guarantee

5.1.1. Matrix will deliver Client Packages within an average of one Business Day from the applicable Determination Date (defined below). Such average time period will be determined by measuring the number of elapsed business days between each respective Determination Date and the date which 95% or more packages were mailed for consecutive three (3) month period or a minimum of six (6) production cycles.

File received *before* noon Central Time on:	**Determination Date is**	**Mail will deliver**	**File received *after* noon Central Time on:**	**Determination Date is**	**Mail will deliver**
Sunday	Monday	Tuesday	Sunday	Monday	Tuesday
Monday	Monday	Tuesday	Monday	Tuesday	Wednesday
Tuesday	Tuesday	Wednesday	Tuesday	Wednesday	Thursday
Wednesday	Wednesday	Thursday	Wednesday	Thursday	Friday
Thursday	Thursday	Friday	Thursday	Friday	Monday
Friday	Friday	Monday	Friday	Monday	Tuesday
Saturday	Monday	Tuesday	Saturday	Monday	Tuesday

5.2. Determination Date

The "Determination Date" is the date which data is received via electronic transmission if prior to 12:00 PM (Noon), Central Time. If data is received after 12:00 PM (Noon), Central Time, the Determination Date is the business day immediately following the date data is received. If data is received on a non-business day (weekend or national holiday) the Determination Date will be the next consecutive business day

6. Approval and/or Business Rule Exception

If an Approval has been required by the Client and defined in the business rules for each production run, then the Determination Date will be set by the date and time of the Approval instead of the receipt of data as defined above. As to any production run, the Performance Guarantee will not apply if Client has not provided all data and documentation necessary (as dictated by required business rules) to permit Matrix to produce the bills in a timely manner, or if Client fails to approve or report required changes to Matrix in order to complete the work in a timely manner.

6.1 Shipping will only occur on business days on which the United States Postal Service ("USPS") or other shipping entity accepts packages. The holidays when USPS mail will not be processed are:

New Year's Day	Martin Luther King, Jr. Day

President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day

7. Notice

7.1. Matrix will notify CLIENT promptly upon knowledge of any incident that could result in failure to meet the designated turn-around time and/or accuracy requirements.

7.2. Root cause and action items will follow within three (3) business days after any problem is reported.

8. Pricing

8.1. Set-up Implementation Cost

Our proposal provides development up to 80 hours of programming. This reflects our average timeframe to develop and onboard a typical customer application. A final number of hours will be refined and provided once requirements gathering is completed in our Technical Specifications Document (TSD).

8.2. Postage

Pre-funded postage account required; Matrix will not mail without postage funds present.

8.3. Materials:

Material purchases such as forms, paper, and envelopes are subject to change according to procurement cost fluctuations. Stock replenishment purchase costs, if applicable, will be provided to CLIENT for review as outlined in the Master Services Agreement.

Bill Package	• Data Processing • 8.5 x 11" Paper with Perforated Payment Coupon • Full color CYMK Imaging Front and Back • #10 Window Envelope • #9 Window Return Envelope • Fold, Insert, Presort, and Deliver to USPS	$ 0.12
Additional Impressions	• Each new sheet with printing on both sides required after the first page	$ 0.05

Oversized Surcharge Group C (8-99 pages)	▸ Includes 9 x 12" Envelope ▸ Inserting of Statements More than 8 Pages	$ 0.20
Oversized Surcharge Group D & E (100 + pages)	▸ Includes the Window Box	$ 4.00
Additional Inserts	▸ Client-supplied materials inserted into the statement container (Newsletter, Reports, Buck Slips, etc.)	$ 0.005
Search & ViewBill – API Annual Fee	▸ Provides S&V clients a back-end connection linking their application or website to indexed PDFs in our system.	$ 1,500
Bill Suppressions	▸ Records included in the file sent but not printed.	$ 0.05
Additional Programming	▸ Client Requested/Approved Change Requests	$ 160
Special Handling	▸ Overnight + FedEx or UPS Delivery	Cost
Postage Used	▸ Based on a 1-3-ounce piece and the lowest possible 5-digit zip code rate. Actual postage will apply as determined by the USPS.	Cost

Matrix Imaging Solutions, LLC

Name: Bryan Snyder

Title: Chief Sales Officer

Signature: _____

Date: _____

City of Boynton Beach, FL

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT B
INSURANCE REQUIREMENTS

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:
The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:
- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

AMERICA'S GATEWAY TO THE GULFSTREAM

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage
For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)
Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. **The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.**
b. **The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.**
c. **In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.**
d. **In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.**
e. **The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.**
f. **The City shall be named as an Additional Insured on all liability policies, with the exception**

of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave.
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self- insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Cyber Liability) may be required based upon the type of event, event location, and/or number of participants.

Revised 06/17/2025

AMERICA'S GATEWAY TO THE GULFSTREAM

Signature Request: Boynton Beach_Single Source Agreement - Final 9.16.26_1

Final Audit Report 2026-09-17

Created:	2026-09-16
By:	Gabrielle Jefferson (gjefferson@matriximaging.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJIcYxtl95uYF-B9VcSdUbO2Bkmt6YqAN

"Signature Request: Boynton Beach_Single Source Agreement - Final 9.16.26_1" History

Document created by Gabrielle Jefferson (gjefferson@matriximaging.com)
2026-09-16 - 6:31:42 PM GMT

Document emailed to bsnyder@matriximaging.com for signature
2026-09-16 - 6:32:44 PM GMT

Email viewed by bsnyder@matriximaging.com
2026-09-17 - 6:03:24 PM GMT

Signer bsnyder@matriximaging.com entered name at signing as Brian Snyder
2026-09-17 - 6:04:36 PM GMT

Document e-signed by Brian Snyder (bsnyder@matriximaging.com)
Signature Date: 2026-09-17 - 6:04:38 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-17 - 6:04:38 PM GMT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2026

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

Linwood Guardian Risk Management LLC
759 Dick Rd
Cheektowaga, NY 14225

CONTACT NAME: Eric Zillioux
PHONE (A/C, No, Ext): (716) 710-8910 FAX (A/C, No):
E-MAIL ADDRESS: customerservice@linwoodguardian.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	Nutmeg Insurance Company	39608
INSURER C :	Travelers Indemnity Company	25658
INSURER D :	ACE American Insurance Company	22667
INSURER E :		
INSURER F :		

INSURED

Matrix Imaging Solutions LLC, Dataprose LLC,
6341 Inducon Dr E
Sanborn, NY 14132-9016

COVERAGES **CERTIFICATE NUMBER: 00050473-260929091158** **REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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: POLICY PRO-JECT X LOC OTHER:	Y		01SBAAZ8CRH	10/01/2026	10/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		01UECAA4877	10/01/2026	10/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		CUP-C0780674-26-NF	10/24/2026	10/24/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/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	$ $ $
D	Cyber/Technology E&O	Y		G50002809001	10/01/2026	10/01/2027	Per Claim	5,000,000

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

The City of Boynton Beach, its commissioners, partners, officials, directors, officers, agents and employees are listed as additional insured on the general liability, auto liability, and umbrella on a primary and non-contributory basis as required by written contract.
30-day notice of cancellation applies.

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

Tamara Boyle

(EZ1)

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CITY OF BOYNTON BEACH

PROCUREMENT SERVICES

SINGLE SOURCE PROCUREMENT DECISION MEMORANDUM

Date:	October 9, 2026
To:	File
From:	Procurement Services
Re:	Single Source Determination — Agreement No. 26-108SS, Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (f/k/a DataProse, LLC)
Authority:	Purchasing Policy Manual, Section IX (Single Source Purchases)
Threshold:	Exceeds $75,000 — Commission approval required

I. PURPOSE

This memorandum documents the basis for Procurement Services' determination that the award of Agreement No. 26-108SS to Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC ("Matrix") qualifies as a Single Source purchase under Section IX of the Purchasing Policy Manual, and supports the accompanying agenda item recommending Commission approval.

II. BACKGROUND

Since the City's original 2016 award to Bill2Pay, LLC (now Catalis Payments, LLC) under Resolution No. R16-062, the City's utility bills have been physically produced and mailed by DataProse, LLC, operating as Catalis' subcontractor. DataProse was a named, executing party to Exhibit E (Bill Printing and Presentment) of the Services Agreement approved by Resolution No. R24-177, which it signed on July 22, 2024. DataProse has since been renamed Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC.

Catalis has exited the bill printing, mailing, and presentment line of business. Amendment No. 1 to the Catalis agreement, presented concurrently with this award, deletes Exhibit E in its entirety and provides that Catalis shall have no further obligation to provide, arrange, or be responsible for bill printing, mailing, or presentment services. Absent direct engagement of a producer, the City would be left without a contracted vendor for approximately 38,000 monthly utility bills and related Business Tax Receipt customer communications.

Agreement No. 26-108SS engages Matrix directly as prime contractor for data processing, printing, mail finishing, and electronic delivery of utility bills and customer communications, for an initial three-year term with two one-year renewal options and an annual amount not to exceed $320,000. Matrix executed the agreement on September 17, 2026. The agreement is a City-form document placing the vendor under Florida law and Palm Beach County venue, Chapter 119 public records obligations, Sections 287.133, 287.135, 287.138, 448.095, 787.06(13), and 286.101, Florida Statutes, Local Government Prompt Payment Act terms under Section 218.70, City ownership of all documents and work product, and a 90-day termination for convenience.

This award is presented concurrently with Amendment No. 1 to the Catalis agreement, which reduces that contract from $420,000 to $100,000 annually. Combined annual authorization across both agreements is $420,000, unchanged from the ceiling approved under Resolution No. R25-069.

III. SINGLE SOURCE DETERMINATION

Section IX of the Purchasing Policy Manual permits award to one vendor, without competitive solicitation, where other sources exist but a single vendor is most advantageous to the City for reasons of standardization and avoidance of unreasonable cost or inefficiency. This is a Single Source determination, not a Sole Source

determination: the City acknowledges that transactional print and mail is a competitive market served by multiple national vendors and makes no claim that Matrix is the only capable source.

The determination rests on the following findings:

- Incumbency, not novelty. Matrix is the incumbent producer of the City's bills under its prior name, DataProse, and is not a new vendor to the City. This award changes only its contractual position from subcontractor to prime contractor.
- Vendor-initiated change in position. The need for this award was created by Catalis' unilateral exit from bill printing, mailing, and presentment services, not by any City-initiated change in scope or vendor preference. No alternative performer is currently in place.
- Proprietary operational assets held by the incumbent. Matrix currently holds the developed composition programming, forms design, and data mapping for the City's bill format; the City's digitized logos and authorized signatures; the historical bill image archive; eBill enrollment and delivery records; and the established CASS, NCOA/Move Update, Intelligent Mail Barcode, and SFTP transmission configurations.
- Cost and risk of transition. Transitioning to another vendor would require re-onboarding the application — Matrix's own scope of work provides up to 80 hours of programming for a typical implementation — re-issuing bill formats, re-enrolling electronic bill subscribers, and transferring the prepaid postage account, while risking interruption to a billing cycle that drives Utility Enterprise Fund revenue.
- Defined re-competition horizon. The three-year initial term with two one-year renewal options is materially shorter than the prior five-year-plus-five-renewal structure under the Catalis agreement, establishing a bounded point at which this scope can be competitively re-solicited.

IV. PRICE REASONABLENESS

Unit pricing is held at the 2024 rate of $0.12 per bill package, now bundled to include data processing, perforated coupon stock, full-color printing on both sides, outgoing and return envelopes, and fold, insert, presort, and USPS delivery. Bill image access improves from $1,500 per month to a $1,500 annual API fee. The programming rate is unchanged at $160 per hour. Procurement Services finds these rates fair and reasonable based on continuity of 2024 pricing, the expanded scope now bundled into the per-piece rate at no increase, and the substantial reduction in the bill image access fee.

V. THRESHOLD AND CONCURRENT ACTION

Both Agreement No. 26-108SS and the concurrent Amendment No. 1 to the Catalis agreement exceed the $75,000 threshold requiring Commission approval and are being presented to the Commission together. Aggregate annual authorization across the two agreements is unchanged at $420,000, consistent with the ceiling previously approved under Resolution No. R25-069.

VI. RECOMMENDATION

Procurement Services recommends that the City Commission approve Agreement No. 26-108SS with Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC as a Single Source purchase under Section IX of the Purchasing Policy Manual, for an initial three-year term with two one-year renewal options and an annual amount not to exceed $320,000, and authorize the City Manager, or designee, to execute the agreement.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-194- Approve Amendment No. 1 to the Services Agreement between the City of Boynton Beach and Catalis Payments, LLC (f/k/a Bill2Pay, LLC), originally authorized by Resolution No. R24-177 and amended by Resolution No. R25-069, to (1) remove Exhibit E and all subcontractor obligations of Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (f/k/a DataProse, LLC); (2) remove the Sub-Merchant Agreement from Exhibit D; (3) restate the E-Payment, implementation, and lockbox fee schedules; (4) add Public Entity Crime Act and Prohibited Telecommunications Equipment certifications; and (5) reduce the annual not-to-exceed amount from $420,000 to $100,000; and authorize the City Manager, or designee, to execute Amendment No. 1; and approve the continuation of this reduced scope of services with Catalis Payments, LLC as a Single Source purchase under Section IX of the Purchasing Policy Manual.

Requested Action: Staff recommends approval of Proposed Resolution No. R26-194.

Explanation of Request: The City has contracted with Catalis Payments, LLC (f/k/a Bill2Pay, LLC) for bill printing, mailing, electronic bill presentment, and lockbox payment services since April 19, 2016 (R16-062). On August 6, 2024, the Commission approved Resolution No. R24-177, authorizing a new Services Agreement for a five-year term with five one-year renewal options and an annual expenditure not to exceed $385,000. That award was processed as a single-source purchase. On March 18, 2025, Resolution No. R25-069 increased the annual ceiling to $420,000.

Throughout this relationship, the City's utility bills have been physically produced and mailed not by Catalis but by its subcontractor, DataProse, LLC, which executed Exhibit E of the agreement directly on July 22, 2024. DataProse has since been renamed Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions.

Catalis has now exited the bill printing, mailing, and presentment line of business. Amendment No. 1, executed by Catalis on August 12, 2026, deletes Exhibit E in its entirety along with all Matrix obligations thereunder; removes the Sub-Merchant Agreement from Exhibit D; restates the E-Payment, implementation, and lockbox fee schedules; adds Public Entity Crime Act and Prohibited Telecommunications Equipment certifications; and reduces the annual not-to-exceed amount from $420,000 to $100,000. Catalis will continue to provide electronic bill presentment, payment processing, and lockbox remittance services only.

The removed print and mail scope is being procured directly from Matrix under separate

Agreement No. 26-108SS at $320,000 annually, presented concurrently. Combined annual authorization remains $420,000, unchanged from R25-069.

Separately, on April 21, 2026, the Commission approved Resolution No. R26-071 adding CanAm Teller as the City's consolidated enterprise point-of-sale platform under the Workday ERP project. The licensed configuration includes a Catalis Payments Processing Interface, bundled in the Teller Standard License Package, and a Catalis IVR Interface at $275 per month. CanAm has completed interface workshops and delivered finalized Interface Requirements documents for both.

Procurement Services has determined that continuing these services with Catalis qualifies as a Single Source purchase under Section IX of the Purchasing Policy Manual, which permits award to one vendor where other sources exist but a single vendor is most advantageous to the City for reasons of standardization and avoidance of unreasonable cost or inefficiency. The City acknowledges that a competitive market exists for payment processing and lockbox services and makes no claim that Catalis is the only capable source. Catalis is, however, the City's installed payment rail and the Commission-approved merchant processing and IVR endpoint for the Workday/CanAm Teller architecture serving utility billing, permitting, parking, red light citations, recreation, golf, and kiosks.

Replacing Catalis would require rebuilding two interfaces the City has already licensed and for which design is complete, re-testing integrations mid-ERP implementation, reinstating implementation fees currently waived ($10,000 deployment and $2,000 IVR), and re-enrolling stored payment credentials and autopay authorizations for approximately 38,000 utility accounts; costs exceeding the full $100,000 annual value of the reduced contract. Pricing is unchanged from the rates approved under R24-177, with PayPal/Venmo now included at no additional charge, and indemnified credit and debit transaction processing newly added. Both this Amendment and the concurrent Matrix agreement exceed the $75,000 threshold and are before the Commission; aggregate authorization is unchanged.

Section IX of the Purchasing Policy Manual permits award to one vendor, without competitive solicitation, where other sources exist but a single vendor is most advantageous to the City for reasons of standardization and avoidance of unreasonable cost or inefficiency. This is a Single Source determination, not a Sole Source determination: the City acknowledges that electronic bill presentment, payment processing, and lockbox services are a competitive market served by multiple national vendors and makes no claim that Matrix is the only capable source.

Single Source Determination:

Catalis is the City’s installed payment platform. It is also the Commission-approved merchant processing and IVR endpoint for the Workday/CanAm Teller enterprise point-of-sale architecture (Resolution R26-071). That architecture supports utility billing, permitting, parking, red light citations, recreation, golf, and kiosks. The licensed CanAm configuration includes a Catalis Payments Processing Interface and a Catalis IVR Interface. Interface workshops are complete and the Interface Requirements documents are final. Retaining Catalis keeps all City payment channels on one consistent platform.

Avoidance of Unreasonable Cost and Inefficiency:

Replacing Catalis would require the City to rebuild two interfaces that are already licensed and designed; re-test integrations in the middle of the ERP implementation; reinstate implementation fees that are currently waived; and re-enroll stored payment credentials and autopay authorizations for approximately 38,000 utility accounts. Staff estimates these costs would exceed the full $100,000 annual value of the reduced contract.

Continuity of Service and Project Schedule:

Continuing with Catalis means no interruption to payment services across City programs and no re-enrollment for utility customers. It also keeps the Workday/CanAm Teller implementation on schedule. Pricing is unchanged from the rates approved under R24-177.

How will this affect city programs or services? Matrix (formerly DataProse), which has physically printed and mailed utility bills since 2024, continues that role under a new direct agreement, while Catalis continues electronic bill presentment, payment processing, and lockbox services it already performs today — so no re-enrollment is required for the roughly 38,000 utility accounts with stored payment credentials or autopay. Retaining Catalis as the payment rail also keeps the Workday/CanAm Teller ERP implementation on schedule, since the two Catalis interfaces have already completed interface workshops and design; switching vendors would require rebuilding both interfaces mid-implementation. Residents also gain PayPal/Venmo acceptance at no added cost. Combined annual authorization remains $420,000, unchanged from the Commission's prior approval, so there is no new budget impact to programs.

Budgeted Item: Yes

Account Line Item and Description: Budgeted for these FYE 2027 expenditures.

Utilities Account # 401-2825-536-49-17

Development account # 001-2410-524.41-12

Building Department account # 130-2411-524-41-12

Code Enforcement account # 001-2412-524.41-12

Public Works account # 431-2515-534-47.10

Public Affairs account # 001-1215-519-47.10

Also, any other departments that would like to use this in the future.

Fiscal Impact: Funds for the project are available in the Utilities Operations budget.

Attachments:
R26-194 Agenda_Item_5042-2026_-_Resolution_R26-XXX_Amendment_No._1_-_Catalis_Payments_Services_Agreement.docx
Exhibit A to Resolution - Amendment No 1 - Vendor Executed.pdf
COI.pdf
R25-069 Resolution (2).pdf
Resolution No. R24-177 with agmt.pdf
R23-087 - Catalis Payments LLC - Executed Assignment Agreement.pdf
Fully Executed Agreement with Bill2Pay 8-1-2016 (3).pdf

RESOLUTION NO. R26-194

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH CATALIS PAYMENTS, LLC, TO REMOVE BILL PRINTING, MAILING, AND PRESENTMENT SERVICES, UPDATE THE PAYMENT PROCESSING AND LOCKBOX FEE SCHEDULES, AND REDUCE THE ANNUAL AMOUNT NOT TO EXCEED FROM $420,000.00 TO $100,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 6, 2024, the City and Catalis Payments, LLC, formerly known as Bill2Pay, LLC ("Catalis"), entered into a Services Agreement, approved by Resolution No. R24-177, for bill printing, mailing, electronic bill presentment, and lockbox payment services (the "Agreement"); and

WHEREAS, by Resolution No. R25-069, the City Commission authorized an annual amount not to exceed Four Hundred Twenty Thousand Dollars ($420,000.00) under the Agreement; and

WHEREAS, Exhibit E (Bill Printing and Presentment) of the Agreement provided for bill printing, mailing, and presentment services through DataProse, LLC, which has since changed its name to Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions ("Matrix"); and

WHEREAS, Catalis has exited the bill printing, mailing, and presentment line of business; and

WHEREAS, Catalis has executed Amendment No. 1 to the Agreement, dated August 12, 2026 (the "Amendment"), which deletes Exhibit E in its entirety and removes Matrix as a subcontractor, updates the payment processing and lockbox fee schedules, modifies certain implementation service fees, removes the Merchant Services Agreement for Sub-Merchants from Exhibit D, and adds provisions regarding the Public Entity Crime Act and prohibited telecommunications equipment; and

WHEREAS, under the Amendment, Catalis shall have no obligation to provide, arrange, or be responsible for bill printing, mailing, or presentment services, and the City shall compensate Catalis pursuant to the rates set forth in the Agreement, as amended, in an annual amount not to exceed One Hundred Thousand Dollars ($100,000.00); and

WHEREAS, concurrently with this Resolution, the City Commission is considering Single Source Agreement No. 26-108SS with Matrix, under which Matrix will provide bill printing, mailing,

and electronic delivery services directly to the City as prime contractor in an annual amount not to exceed $320,000.00, such that the combined annual authorization across the Agreement and Single Source Agreement No. 26-108SS remains $420,000.00, unchanged from Resolution No. R25-069; 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 Amendment, reducing the annual amount not to exceed under the Agreement from $420,000.00 to $100,000.00.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Amendment to the Agreement between Catalis and the City, removing bill printing, mailing, and presentment services, updating the payment processing and lockbox fee schedules, and reducing the annual amount not to exceed under the Agreement from $420,000.00 to $100,000.00, 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 required under the Agreement, as amended, or necessary to accomplish the purposes of this Resolution, provided such documents do not modify the scope of services or increase the annual not to exceed amount approved herein.

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 Theresa Gonzalez to forward to Catalis.

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

[SIGNATURES ON FOLLOWING PAGE]

RESOLUTION NO. R26-194

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Docusign Envelope ID: A64EFF12-624A-8F47-83C9-6F2C2AC32D51

AMENDMENT NO. 1 TO SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CATALIS PAYMENTS, LLC

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Catalis Payments, LLC, a limited liability company registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On August 6, 2024, the Parties entered into the "Services Agreement Between Catalis Payments, LLC and City of Boynton Beach, Florida" (the "Agreement"), approved by Resolution No. R24-177, for bill printing, mailing, and electronic bill presentment and lockbox payment services.

B. The Parties desire to amend the Agreement to update the payment processing fee schedule, update the lockbox fee schedule, modify certain implementation service fees, remove the Sub-Merchant Agreement from Exhibit D, and remove Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (formerly DataProse, LLC) as a subcontractor under Exhibit E of the Agreement, all as set forth herein.

C. DataProse, LLC, the subcontractor identified in Exhibit E of the Agreement, has changed its name to Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC ("Matrix"). All references to DataProse, LLC in the Agreement shall be deemed to refer to Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC.

D. The City desires to engage Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC as a primary contractor under a separate, direct agreement with the City for bill printing, mailing, and presentment services.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Amendment to Exhibit B, Section 2.1 – E-Payment System Pricing: Section 2.1 of Exhibit B (Payment Processing) is hereby deleted in its entirety and replaced with the following:

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"In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("Convenience Fees") and/or Merchant will be billed applicable fees ("Merchant Absorbed Fees") associated with payment transactions as follows: (i) Online, Counter, and IVR Credit and Debit Cards: $1.60 fee per $100.00 per transaction (Convenience Fee); (ii) Online and IVR E-Check/ACH: $0.13 per transaction (Merchant Absorbed); (iii) Online PayPal/PayPal Credit/Venmo: included under Credit/Debit rate structure. Fee structure includes indemnified transaction processing for credit and debit transactions."

Amendment to Exhibit B, Section 2.2 – E-Payment Implementation Services: Section 2.2 of Exhibit B (Payment Processing) is hereby deleted in its entirety and replaced with the following:
"Only the services marked will be implemented. Fees will be waived if Merchant implements E-Payment System within six (6) months. The following services are included: (i) E-Payment System Deployment & Program Implementation – One-time fee of $10,000.00, Waived; (ii) Support & Training (2 hours, web based) – $150.00 per hour, Waived. The following services are not included in this Amendment: IVR Implementation, Web Services or API Implementation, File Integration, Custom Development/Professional Services, and POS Terminals."

Amendment to Exhibit A, Section 2.1 – Lockbox Fees: Section 2.1 of Exhibit A (Lockbox Processing) is hereby deleted in its entirety and replaced with the following:
"The following pricing applies to the receipt, extraction, scanning, data entry, reject processing, providing a posting file, and depositing checks collected via image cash letter to the Merchant's bank account for all mailed-in payments: Implementation – Waived; Returns/Correspondence, Checks Only, Multiples, Online Image Access, Interactive Exceptions, ICL Check Conversion, and Data Transmission – Included in Contract Monthly Minimum; Cash Payment – $3.25 per item; Third Party Electronic – $0.06 per item; Postage or Express Mail – Pass-through (subject to change, proof of cost provided); Annual P.O. Box Fee – Pass-through (subject to change, proof of cost provided); Contract Monthly Minimum – $2,500.00 per month."

Amendment to Exhibit D – Removal of Sub-Merchant Agreement: Exhibit D of the Agreement is hereby amended to remove the Merchant Services Agreement for Sub-Merchants (https://catalisgov.com/merchant-services-agreement-for-sub-merchants/) in its entirety. From and after the Effective Date of this Amendment, Exhibit D shall consist solely of the Payment Processing Terms and Conditions (https://catalisgov.com/payment-processing-terms-and-conditions/), which shall remain in full force and effect.

Removal of Exhibit E – Bill Printing and Presentment; Removal of DataProse, LLC as Subcontractor: Exhibit E (Bill Printing and Presentment) of the Agreement, together with all obligations, rights, and responsibilities of Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC ("Matrix") thereunder, is hereby deleted in its entirety and removed from the Agreement, effective upon the Effective Date of this Amendment. From and after the Effective Date of this Amendment, Catalis Payments, LLC shall have no obligation to provide, arrange, or be responsible for bill printing, mailing, or presentment services under the

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Agreement, and the City shall bear no further obligations to Matrix under or in connection with the Agreement. The removal of Exhibit E does not affect any other exhibit or provision of the Agreement, all of which remain in full force and effect as modified herein.

4. The City shall compensate Vendor pursuant to the rates set forth in the Agreement, as amended herein, for an annual amount not to exceed One Hundred Thousand Dollars ($100,000.00).

5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

7. The following new sections are added to the Agreement as follows:

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

(b) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

8. The effective date of this Amendment shall be the date of complete execution by the Parties.

9. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

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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

CATALIS PAYMENTS, LLC

Signed by:
B6E7A25262234F4...

(Signature) Catalis Payments, LLC

Jeff Hess

Print Name of Authorized Official

Chief Operating Officer

Title

8/12/2026 | 5:03:10 PM EDT

(Corporate Seal)

Attest/Authenticated:

Signed by:
Eric Johnson
7BE9D2804187444...

(Signature), Witness

Eric Johnson

Print Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2026

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
Arthur J. Gallagher Risk Management Services, LLC
Six Desta Drive, Suite 5900
Midland TX 79705

CONTACT NAME: Shannon White
PHONE (A/C, No, Ext): 432-640-0575 **FAX (A/C, No):** 432-570-3450
E-MAIL ADDRESS: shannon_white@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Phoenix Insurance Company	25623
INSURER D : Associated Industries Insurance Company, Inc.	23140
INSURER E : HDI Global Specialty SE	
INSURER F : Farmington Casualty Company	41483

INSURED CATALIS-01
Catalis Payments, LLC
3025 Windward Plaza Ste 200
Alpharetta GA 30005

COVERAGES **CERTIFICATE NUMBER:** 445924237 **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	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	H-630-2Y488107-PHX-26	5/20/2026	5/20/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA2Y489952-26-I3-G	5/20/2026	5/20/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	CUP3Y654799-26-I3	5/20/2026	5/20/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB2Y488979-26-I3-G	5/20/2026	5/20/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Professional Liability Cyber Liability	Y Y		AES1234141-03 FRS-H-X-CT-00012785-04	5/20/2026 5/20/2026	5/20/2027 5/20/2027	Professional Cyber	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Crime Coverage - Carrier: Pennsylvania Insurance Company - Policy #BFLPDOPGA011600-022978-02 - Eff: 5/20/26 to 5/20/27 - Limit $5,000,000

Certificate Holder is an Additional Insured as respects to the General Liability, Automobile, Cyber/Professional policies, pursuant to the policy's terms, definitions, conditions and exclusions, as per endorsement CG D4 17 edition (02 19) , CA T3 01 edition (02 15), and CYS 0122.

Waiver of Subrogation applies to certificate holder, as respects to the General Liability, Automobile, Cyber/Professional policies and Workers Compensation pursuant to the policy's terms, definitions, conditions and exclusions, as per endorsement CG D4 17 edition (02 19), CA T3 53, edition (02 15), CYS 0122, WC00031300.
See Attached...

CERTIFICATE HOLDER

City of Boynton Beach
100 E Boynton Beach Blvd
Boynton Beach FL 33435
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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AGENCY CUSTOMER ID: CATALIS-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Catalis Payments, LLC 3025 Windward Plaza Ste 200 Alpharetta GA 30005
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The insurance provided in the General Liability, Automobile and Cyber policies are primary and noncontributing as per endorsement CG T1 00 edition (02 19), CA T4 74 edition (02-16) and CY330018 0522.

The Workers' Compensation, General Liability and Business Automobile policies include an endorsement providing that 30 days notice of cancellation or coverage change will be furnished to the certificate holder.

Certificate Holder is an additional insured.

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RESOLUTION NO. R25-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE INCREASE OF THE ANNUAL EXPENDITURE FROM AN AMOUNT NOT TO EXCEED $385,000 TO AN AMOUNT NOT TO EXCEED $420,000 OF THE AGREEMENT FOR BILL PRINTING, MAILING, AND ELECTRONIC BILL PRESENTMENT AND PAYMENT WITH CATALIS PAYMENTS, LLC; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and Catalis Payments, LLC entered into an Agreement for bill printing, mailing, and electronic bill presentment and lockbox payment services effective August 6, 2024, approved by Resolution No. R24-177 on August 6, 2022; and

WHEREAS, increasing the expenditure will enable the City to enhance service delivery for Utility bills and Business Tax Receipt customers by ensuring timely receipt and processing of outstanding bills and payments; and

WHEREAS, the City desires to increase the annual expenditure from an amount not to exceed $385,000 to an amount not to exceed $420,000; 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 increase of the annual expenditure from an amount not to exceed $385,000 to an amount not to exceed $420,000 of the Agreement for bill printing, mailing, and electronic bill presentment and lockbox payment services with Catalis Payments, LLC.

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 increase of the annual expenditure from an amount not to exceed $385,000 to an amount not to exceed $420,000 of the Agreement for bill printing, mailing, and electronic bill presentment and lockbox payment services with Catalis Payments, LLC.

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this 18th day of March 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Commissioner – Angela Cruz	✓	
~~Commissioner~~ Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Rebecca Shelton
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

RESOLUTION NO. R24-177

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SERVICE AGREEMENT WITH CATALIS PAYMENTS, LLC FOR BILL PRINTING, MAILING, AND ELECTRONIC BILL PRESENTMENT AND PAYMENT, WITH AN ANNUAL EXPENDITURE NOT TO EXCEED $385,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to enter into a Service Agreement with Catalis Payments, LLC ("Provider") for the purchase of bill printing, mailing, and electronic bill presentment and lockbox payment services for a five (5) year term with five (5) one (1)-year renewal options, and an annual expenditure not to exceed $385,000; 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 Service Agreement with Catalis Payments, LLC for bill printing, mailing, and electronic bill presentment and payment, with an annual expenditure not to exceed $385,000.

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 Service Agreement between Catalis Payments, LLC and the City for bill printing, mailing, and electronic bill presentment and payment, with an annual expenditure not to exceed $385,000 (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 and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain one fully executed original of the Agreement as a public record. A copy of the fully executed Agreement shall be provided to Erin Dunn to forward to the Provider.

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

PASSED AND ADOPTED this 6th day of August 2024.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Maylee De Jesus, MPA, MMC
City Clerk

Ty Penserga 8/7/24
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

Docusign Envelope ID: F6206088-3B7C-4E57-A3F0-AA0B020CA7BC

CATALIS™

SERVICES AGREEMENT

between

Catalis Payments, LLC

("Provider")

having its principal place of business at:

3025 Windward Plaza, Suite 200
Alpharetta, Georgia 30005

and

City of Boynton Beach, Florida

("Merchant")

having its principal address at:

100 E. Ocean Ave
Boynton Beach, FL 33425

Docusign Envelope ID: F6206088-3B7C-4E57-A3F0-AA0B020CA7BC

THIS SERVICES AGREEMENT (this "***Agreement***") is made and entered into as of the 6th day of August 2024 ("***Effective Date***") by and between Catalis Payments, LLC ("***Provider***") and City of Boynton Beach, Florida ("***Merchant***"). Merchant and Provider may each be referred to individually as a "**Party**" and together as the "**Parties**."

EXHIBITS

The Agreement incorporates by reference the following, in order of precedence:

Exhibit A. Lockbox Processing
Exhibit B. Payment Processing
Exhibit C. Lockbox Service Terms and Conditions
Exhibit D. Payment Processing Terms and Conditions with Sub-Merchant Agreement
Exhibit E. Bill Printing and Presentment

TERM

This Agreement will commence upon the Effective Date and continue for five (5) years, at which point in time the SOW will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

SIGNATURES

In witness whereof, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.

City of Boynton Beach, Florida:

Signed: E. Ty
Name: Ty Penserga
Title: Mayor.
Date: 8/6/2024

Catalis Payments, LLC:

DocuSigned by:
Signed: Steve Ostroff
811FAF338E2B4FA...
Name: Steve Ostroff
Title: Executive Vice President
Date: 7/23/2024

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: Shawna Sams

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Docusign Envelope ID: F6206088-3B7C-4E57-A3F0-AA0B020CA7BC

EXHIBIT A: Lockbox Processing

1. **STRATEGY**

Provider agrees to provide remittance processing, mail opening, scanning, lookups, decisioning, exception handling, and other enumerated related services for Merchant in accordance with the procedures listed below.

2. **PRICING**

2.1. **Lockbox Fees**: The below pricing is for the receipt, extraction, scanning, data entry, reject processing, providing a posting file, and depositing checks collected via image cash letter to the Merchants bank account for all mailed in payments. Processing and pass-through services to be funded by Merchant, as marked (☒):

Service	Fee Per Item	Monthly Fee
☒ **Implementation**	Waived	
☒ **Returns / Correspondence**	Included in 'Contract Monthly Minimum' below	
☒ **Checks Only**	Included in 'Contract Monthly Minimum' below	
☒ **Multiples**	Included in 'Contract Monthly Minimum' below	
☒ **Online Image Access**	Included in 'Contract Monthly Minimum' below	
☒ **Interactive Exceptions**	Included in 'Contract Monthly Minimum' below	
☒ **ICL Check Conversion Fee**	Included in 'Contract Monthly Minimum' below	
☒ **Cash Payment**	**$3.250**	
☒ **Postage or Express Mail**	Pass-through; subject to change (proof of cost provided)	TBD
☒ **Annual P.O. Box Fee**	Pass-through; subject to change (proof of cost provided)	TBD
☒ **Data Transmission**	Included in 'Contract Monthly Minimum' below	
☒ **Contract Monthly Minimum**		**$2,500.00**

3. **SCOPE**

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

3.1. **Post Office Box**: A Post Office service box (caller vs. non-caller to be determined by scope) will be opened by Merchant at the Tampa Regional Airport Post Office facility in Tampa, Florida. The actual post office box will be in the name of and owned by Merchant and Merchant will grant Provider exclusive use of the post office box for the term of this Agreement. Provider will pay for the cost of the lockbox at the Tampa Airport and pass through this cost to Merchant on an annual basis. Mail addressed to the box will be picked up each business day (Monday through Saturday), opened, and the envelope contents reviewed and processed in accordance with the terms of the Agreement.

3.2. **Mail Processing**: Provider will open all mail and prepare the remittance coupons and payment checks for processing. Provider shall not process those items documented in the Lockbox Information Sheet not to be processed. Unless otherwise agreed upon, all processed checks will be endorsed:

For Deposit Only:

City of Boynton Beach, Florida

Bank Name: _____

Bank Account No.: _____

3.3. **Authorization**: Provider is hereby authorized to accept for deposit into Merchant demand deposit accounts at Merchant's designated bank of deposit, drafts and other items made payable to or endorsed in favor of Merchant or a reasonable variation thereof. Merchant has designated their demand deposit accounts to be used by Provider for lockbox deposits and adjustments hereunder. The funds associated with Merchant will be deposited into the demand deposit account on the date that such checks and remittance coupons are processed by Provider, or the next business banking day when such items are processed on a Saturday, Sunday, or holiday.

3.4. **Exceptions**: Merchant will notify Provider daily by a mutually agreed upon method the exception items that need to be pulled

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for further review by Merchant or rejection to Merchant. Provider will deliver by designated method and speed to Merchant within commercially reasonable timeframe. This delivery will include daily hard copy reports (if applicable) and correspondence (if applicable).

3.5. **Delivery**: Provider will deliver by courier or overnight express to Merchant on the same day the check and remittance mail is opened and processed such documents together with items not processed for reasons set forth in the Lockbox Information Sheet. This delivery will include daily hard copy reports (if applicable) of all processed remittances, correspondence, and a copy of the deposit slip.

3.6. **Record Retention**: Merchant will maintain an image record of all checks, which are processed by Provider for a period of one (1) year. Upon request, these records will be sent to Merchant within five (5) days of the request.

3.7. **Payment Amount Discrepancy**: If the handwritten amount on a payment differs from the numeric amount, the amount which agrees to the invoice will be accepted.

3.8. **Client Changes**: Merchant will notify Provider at least sixty (60) days in advance of any change in the form of its customer payments, invoices, and envelopes or in the regular monthly mailing schedule of such documents.

3.9. **Processing Exceptions**. Most payments processed in the Lockbox contain a coupon and a correctly matched check payment. However, exceptions to the standard workflow exist and are to be processed in the lockbox. Those exceptions include but are not limited to:

1. Check received without a coupon – account number is on check or check stub.
2. Checks received with a list of account numbers
3. Out of balance multiples – more than one coupon with one check
4. Multiples with more than one coupon and more than one check

Exceptions should be processed according to the business rules defined during implementation. The Lockbox Information Sheet will be finalized during the implementation process.

3.10. **Posting File**. Provider will generate a daily posting file that matches the specifications provided by the Merchant for posting to the Merchant's receivable system.

3.11. **Reports**. Provider will provide the Merchant with a daily summary by batch and daily detail report of all lockbox transactions processed.

3.12. **Deposit File**. Provider will generate a daily deposit file in the form of an image cash letter and will deliver the file securely to the Merchant's bank account in accordance with the Merchant's bank of deposit procedures and deadlines.

Provider will retain the original checks for a period of fourteen (14) business days and will pull original checks that are rejected by the bank for image quality. Provider will re-deposit the checks for the Merchant.

3.13. **Image View Portal**. Provider will host all payment images on a secure web portal for the Merchant to perform research and customer inquiry tasks.

3.14. **Research**. Provider will assist Merchant with research and communications with the Merchant's bank account on any lockbox deposit adjustments as needed.

EXHIBIT B: Payment Processing

1. **STRATEGY**

Provider will build and maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and optional Integration with a designated Third-party Vendor. On this test site, Provider will build logic and business rules to govern the hosted data. If integrated, once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site. The date of System launch ("Go-Live") will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

2. **PRICING**

2.1. **E-Payment System.**

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("Convenience Fees") and/or Merchant will be billed applicable fees ("Merchant Absorbed Fees") associated with payment transactions marked (☒) as follows:

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ **Online** (via web or mobile device)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction: **$1.60** fee per $100.00	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☒ **PayPal / PayPal Credit / Venmo**		
	☒ **E-Check / ACH**	**$0.13** per transaction	☐
☒ **Counter** (in-office via PCI compliant, EMV ready card readers)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction: **$1.60** fee per $100.00	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
☒ **IVR** (via automated phone system)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction: **$1.60** fee per $100.00	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☒ **E-Check / ACH**	**$0.13** per transaction	☐

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2.2. **E-Payment Implementation Services**

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within six (6) months:

Implementation Service	Fee Recurrence	Fee
☒ **E-Payment System Deployment & Program Implementation**	One-time	~~**$10,000.00**~~ Waived
☒ **IVR Implementation**	One-time	~~**$2,000.00**~~ Waived
☐ **Web Services or API Implementation**	One-time	
☐ **File Integration**	One-time	
☒ **Support & Training** (2 hour(s))	Per hour	~~**$150.00**~~ Waived
☐ **POS Terminals** (0 terminal(s))	Per unit	**$350.00**

3. **SCOPE**

3.1. **Resources**.

Merchant will make resources available to assist Provider in the timely launch of the payment processing program. The provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If the system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise, there is no cost for the implementation or services provided unless specified herein.

3.2. **Deposits**.

Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

3.3. **E-Payment System Utilization**.

3.3.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.

3.3.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

3.3.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☒):

- ☐ Tax
- ☒ Utilities
- ☐ Court Fees & Fines
- ☐ Licenses
- ☐ Miscellaneous

3.3.4. **Provider Deliverables**: Provider shall deliver the following, included as marked (☒):

3.3.4.1. ☒ Web E-Payment System

a. Provider shall build, host, and maintain Merchant-specific website(s) for Merchant (if applicable). The provider will purchase a URL and provide it once available.

b. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.

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c. System will collect and transmit payment information for authorization and settlement.
d. System will provide method of transferring transaction data back to Merchant.
e. For non-integrated systems, upon notification of an over- or under-payment of any fine amount, Provider will refund an overpayment or notify the Customer via automated email of their under-payment and the remaining amount due.
f. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.

3.3.4.2. ☒ Counter E-Payment System
a. Provider shall deliver and configure __ EMV device(s).
b. Provider shall deliver an administrator portal for counter payments.
c. Provider shall remotely upgrade EMV devices as appropriate.
d. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.

3.3.4.3. ☒ IVR - E-Payment System
a. IVR solution shall be hosted and maintained by Provider.
b. Provider shall configure call scripts according to industry best practices.
c. IVR functionality shall only include search/retrieval and payment processing of payments in full.

3.3.4.4. ☐ Text and Email Payment System
a. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.

3.3.4.5. ☒ eCheck/ACH E-Payment System
a. Provider will configure web E-Payment System to accept eCheck/ACH Payments.

3.3.4.6. ☒ E-Payment System Training
a. The provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.

3.3.5. **Merchant's Responsibilities**: For Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):

3.3.5.1. ☒ General
a. Provide ACH forms required for the remittance of funds (if applicable).
b. Provide a fee list and updates in an electronic format within forty-eight (48) hours of a change (if applicable).
c. Provide a payment schedule in an electronic format (if applicable).
d. Attend client care calls as requested.
e. Notify Provider of changes to any state, county, or municipal mandates or laws.
f. Revoke system access of terminated Merchant employees at time of termination.

3.3.5.2. ☒ Web E-Payment System
a. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.

3.3.5.3. ☒ Counter E-Payment System
a. Merchant will keep all point-of-sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

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EXHIBIT C: Lockbox Service Terms and Conditions

1. **LOCKBOX SERVICES**

1.1. **Lockbox Payment System.**

Subject to the terms of this Agreement, during the Term, Provider will process lockbox payments to Merchant ("Payments") from Merchant's citizens and/or customers ("Customers") via a lockbox software platform that is provided by Provider and is described in more detail in Exhibit A (the "Lockbox Payment System"). Merchant will promptly provide Provider with information reasonably required by Provider in order to promptly and accurately perform the services contemplated by this Agreement.

1.2. **Modification of Lockbox Payment System.**

Provider may modify the features and functionality of the Lockbox Payment System at any time and from time to time; provided, however, that Provider will not modify the Lockbox Payment System in a manner that would significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

1.3. **Fees.**

In consideration for the provision of the Lockbox Payment System, Customers will pay to Provider, in respect of each Payment, the Processing Fees that are detailed in the Agreement.

1.4. **Reporting.**

Provider will provide its standard daily transaction reports.

2. **GENERAL**

2.1. **Merchant Obligations.**

Merchant acknowledges and agrees:

1. it is responsible for the actions of its employees and agents;
2. it will comply with all applicable laws and regulations and all applicable parts of the Operating Regulations; including those parts regarding the ownership and use of an Association's mark including but not limited to names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols ("Association Marks");
3. Provider or an Association is authorized to research Merchant's background including, but not limited to, credit background checks, banking relationships, and its financial history;
4. notwithstanding any provisions in the agreement to the contrary, information obtained in connection with Merchant's processing relationship may be shared with Association for any legitimate purpose; and
5. Associations may conduct, or direct another party to conduct, an audit of Merchant at any time, and Merchant much comply in all material respects with such audit until its completion.

2.2. **Compliance with Law.**

Each party will comply, at such party's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over such party and/or the subject matter of this Agreement, including, without limitation, Provider shall comply with applicable laws and regulations governing electronic check processing, check conversion, and/or the initiation of preauthorized electronic debit entries, including but not limited to the Electronic Fund Transfer Act of 1978, Federal Reserve Regulation E, the Electronic Signatures in Global and National Commerce Act, and all FTC.

2.3. **Nondisclosure.**

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is required by law to be disclosed (including public right-to-know laws), which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure or is rightfully obtained from a third party that has the right to disclose it. All Confidential Information will remain the property of the disclosing party.

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2.4. **Privacy and Security.**

Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties (other than Provider) designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to Provider. Merchant will not use, disclose, sell, and/or disseminate any cardholder information obtained in connection with a Payment (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing, and settling a Payment and resolving any Chargebacks, retrieval requests, or similar issues involving a Payment, other than pursuant to a court or governmental agency request, subpoena, or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all Provider security protocols and security advisories in effect during the Term. Merchant is responsible for verifying the accuracy and completeness of all Payments submitted and processed by Provider associated with Merchant's account and verifying that all corresponding funds are accurately processed.

2.5. **System Breach.**

Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Payment data, Merchant will notify Provider promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

2.6. **Intellectual Property.**

Provider represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the Lockbox Payment System and related materials that Provider may use in connection with implementation and operation of the Lockbox Payment System. Merchant acknowledges that, as between Merchant and Provider, Provider owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by Provider in connection with its performance under this Agreement, including the Lockbox Payment System (the "Provider IP") and that Merchant will not acquire any right, title, or interest in or to the Provider IP, including the Lockbox Payment System. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by Provider. Merchant will not take any action inconsistent with Provider's property rights in and to the Lockbox Payment System, and/or any other intellectual property right of Provider.

2.7. **Change Control Process.**

The Parties agree to use the Provider organizational standard change process "Change Control Process" for all changes requested by Merchant and agreed to by Provider. Provider may, in its sole discretion, change, modify and/or update the Change Control Process at any time provided that Provider provides at least ten days prior notice to Merchant.

2.8. **Billing Terms.**

All pricing is contained in the Agreement and any Amendments or Addendums that may be executed by the Parties. The proposed pricing model may contain no transaction related or recurring costs for the Merchant and could result in Merchant incurring no charges during a billing cycle. Provider will send Merchant a monthly invoice for any charges incurred. The invoices will include detail for volumes and the number of transactions processed.

Merchant shall pay invoices within thirty (30) days of issue. Invoices not paid within this period shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest, or the highest amount allowable under applicable law. This interest shall accrue from the issue date and shall continue until invoice is paid in full.

Merchant is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Provider) and other fees or assessments incurred as a result of the use of the Lockbox Payment System by Merchant.

3. **DISCLAIMER OF WARRANTIES**

3.1. **AVAILABILITY**

PROVIDER MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE LOCKBOX PAYMENT SYSTEM, WILL BE UNINTERRUPTED OR ERROR FREE AND PROVIDER WILL IN NO WAY BE LIABLE TO MERCHANT OR CUSTOMER DUE TO ANY DISRUPTION OF PROVIDER'S LOCKBOX PAYMENT SYSTEM OR

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NON-AVAILABILITY OF THE LOCKBOX PAYMENT SYSTEM DURING WHICH CUSTOMERS ARE UNABLE TO ACCESS OR USE THE LOCKBOX PAYMENT SYSTEM DUE TO A CONFIRMED PROBLEM THEREIN.

3.2. **THIRD PARTY PRODUCTS**

MERCHANT UNDERSTANDS AND AGREES THAT PROVIDER MAY USE THIRD PARTY PRODUCTS IN CONNECTION WITH THE LOCKBOX PAYMENT SYSTEM OFFERED HEREUNDER. THESE PRODUCTS MAY INCLUDE FIREWALL SECURITY, WEB SERVER SOFTWARE AND ENCRYPTION SOFTWARE. PROVIDER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE, SPECIFICALLY INCLUDING ANY WARRANTY THAT PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. **NO IMPLIED WARRANTIES**

EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PROVIDER NOR ANY THIRD PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE LOCKBOX PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

4. **NO CONSEQUENTIAL DAMAGES**

IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY THAT WOULD OTHERWISE HAVE BEEN LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **LIMITATION OF LIABILITY**

IN NO EVENT WILL PROVIDER'S LIABILITY EXCEED THE CONVENIENCE FEES PAID TO PROVIDER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

6. **INDEMNIFICATION**

Provider shall hold harmless, indemnify, and defend Merchant, and all of its officers, employees, and/or officials from any and all liability, actions, claims, losses, damages, or other costs of whatsoever nature that may be asserted by any THIRD PARTY arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.

7. **TERMINATION**

7.1. **Termination for Cause.**

Either party may terminate this Agreement at any time upon written notice to the other party as a result of any of the following events:

1. any noncompliance with this Agreement which is not cured within thirty (30) days of notice thereof from the other party (except that no cure period is allowed for termination based on fraud); and/or
2. any voluntary or involuntary bankruptcy or insolvency proceeding involving the other party.

7.2. **Effect of Termination.**

Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing in respect of Disputed Amounts.

7.3. **Survival.**

The following Sections will survive any termination or expiration of this Agreement: General, Disclaimer of Warranties, No Consequential Damages, Limitation of Liability, Indemnification, & Miscellaneous.

8. **MISCELLANEOUS**

8.1. **Governing Law; Waiver of Jury Trial.**

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Delaware. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY

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WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.2. **Binding Upon Successors and Permitted Assigns.**

This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by a party without the other party's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent is void; provided, however, that each party may, without the consent of the other party, assign this Agreement (and its rights hereunder) in connection with any reorganization, consolidation, merger, sale of stock, sale of substantially all assets and/or similar type of transaction(s), if the successor in interest to such assigning party assumes the obligations of the assigning party under this Agreement in writing, is properly licensed to conduct the business contemplated hereunder, and otherwise agrees to be bound by all of the terms of this Agreement.

8.3. **Relationship of Parties.**

The relationship of Provider to Merchant under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Merchant and Provider, nor will this Agreement be deemed to constitute a joint venture or partnership between Merchant and Provider.

8.4. **Limited Agent.**

Notwithstanding anything to the contrary in this Agreement, Merchant hereby appoints Provider as its lawful agent to receive and process Payments and acknowledges and agrees that: (a) a Customer payment to Provider constitutes delivery of such payment to Merchant; and (b) Merchant will not hold Customer responsible for Provider's failure to deliver payment, but rather Merchant will seek redress only from Provider.

8.5. **Notices.**

All notices required or permitted under the Agreement will be in writing and sent to the other party at the address specified on the signature page below or to such other address as either party may substitute from time to time by written notice to the other and will be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail, or personal or courier delivery to such address.

8.6. **Captions and Headings.**

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

8.7. **Waiver.**

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.8. **Severability.**

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8.9. **Publicity.**

The parties agree that they will not use the other party's name, trademark or service mark, or the existence of the contractual relationship in any press release, marketing, promotional, advertising, or any other materials without the other party's prior written consent.

8.10. **Amendment and Changes.**

This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated, or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

8.11. **Force Majeure.**

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this clause will affect or excuse a party's liabilities and obligations for Disputed Amounts.

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8.12. **Entire Agreement.**

This Agreement, including the Exhibits contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.13. **Facsimile Signature and Counterparts.**

An SOW or Amendment to this Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument.

8.14. **Cooperative Procurement.**

This Agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Provider reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope, and circumstances of that cooperative procurement.

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EXHIBIT D: Payment Processing Terms and Conditions with Sub-Merchant Agreement

The following terms and conditions are hereby incorporated into this Agreement:

https://catalisgov.com/payment-processing-terms-and-conditions/

https://catalisgov.com/merchant-services-agreement-for-sub-merchants/

[Remainder of page left intentionally blank]

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EXHIBIT E: Bill Printing and Presentment

1. **STRATEGY**

DataProse understands that it is acting as a subcontractor for Catalis Payments, LLC (referenced hereafter in this Exhibit E as "Client") with respect to certain services to be provided by Client to the City of Boynton Beach, Florida ("City") under this Agreement.

2. **DESCRIPTION**

Under this agreement, DataProse will produce and distribute the mail generated as a result of Client's agreement with the City of Boynton Beach, Florida, which services are more particularly described as follows:

- Processing of data for proper statement formatting, printing, inserting and delivery distribution requirements.
- CASS (Coding Accuracy Support System) Certification of all requested mailing names.
- Specific related job program development, maintenance and backup to support print and mail application.
- High-speed simplex and duplex laser printing and "full color" printing.
- Forms design, development and support.
- Billing of all materials and services.
- Image files for viewing of printed documents.

3. **PRICING**

3.1. **Customer Bill Presentment**:

Description	Unit	Unit Cost	Estimated Monthly Quantities	Estimated Monthly Total
☒ **Residential bill print**	Each	$0.12	38,000	$4,560.00 per month
☒ **Commercial bill print**	Each	$0.16	3,500	$560.00 per month
☒ **Self Seal Postcard print****	Each	$0.12	41,500	$4,980.00 per month
☒ **Letter print - 1 page***	Each	$0.12	45,000	$5,400.00 per month
☒ **Letter print - 2 pages***	Each	$0.16	45,000	$7,200.00 per month
☒ **Insert print - each page***	Each	$0.03	45,000	$1,350.00 per month
☒ **Residential bill presentment**	Each	Waived	38,000	Waived
☒ **Commercial bill presentment**	Each	Waived	3,500	Waived
☒ **Letter presentment - 1 page***	Each	Waived	45,000	Waived
☒ **Letter presentment - 2 pages***	Each	Waived	45,000	Waived
☒ **Insert Supplied INSERT***	Each	$0.005	45,000	$225.00 per month
☒ **Insert Printed INSERT***	Each	Waived	45,000	Waived
☒ **Self Sealed Postcard****	Each	$0.12	41,500	$4,980.00 per month
☒ **Postage for Sealed Postcard****	Each	$0.26	41,500	$10,790.00 per month
☒ **Postage for Residential Bill**	Each	$0.391	38,000	$14,858.00 per month
☒ **Postage for Commercial Bill**	Each	$0.391	3,500	$1,368.50 per month
☒ **Postage for Letters - 1 page***	Each	$0.391	45,000	$17,595.00 per month
☒ **Postage for Letters - 2 pages***	Each	$0.391	45,000	$17,595.00 per month
☒ **Bill Image storage**	Each	$1,500	1	$1,500.00 per month
☒ **eBill Notification**	Each	Waived	3,500	Waived
☒ **Bill Design Consultation and Changes (cost per hour)**	Hourly	Waived	20	Waived
☒ **Additional cost for presenting bills and letters In Spanish**	Each	Waived	1,750	Waived

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3.2. **Material Expenses**:

Item	Unit Cost
Paper Stock (20# 8.5x11 white)	Standard Included
Envelopes (10# outgoing envelope; one or two color)	Standard Included
Envelopes (9# business return envelope; one or two color)	Standard Included

All material and supply prices are subject to change at any time due to increased material expenses that may be passed on to DataProse. Prices for these supplies and documentation of the increase will be presented to City for review and approval and approval will not be unreasonably withheld. Upon Agreement expiration or cancellation, any materials that have been purchased or acquired and have not been used in the normal course of business shall be returned to City.

3.3. **Production Expenses for Statements**:

Item	Unit Cost
Duplex Document Processing (First Page) • Processing • Full Color Printing • Insertion	$0.0000 each
Duplex Document Processing (Additional Pages) • Processing • Full Color Printing • Insertion	$0.0000 per page
DocView Image Files (Standard)	$0.0090 per image
Intelligent Mail Bar Code Integration (Standard)	$0.0025 each
Postage Sortation (Qualifying mail)	$0.0025 each
Postage Sortation (Non-Qualifying mail)	$0.0025 each

3.4. **Other Processing Expenses**:

Item	Unit Cost
Provide Data on CD-R Media	$150.00 per event
Electronic Householding (Integration of late notices, letters, etc. within invoices)	$0.0100 per image processed
Programming, Forms, Letters, & Queries • One (1) hour minimum	$160.00 per hour
New Forms Creation • After initial client setup • Excludes Additional Programming to implement	$300.00 per form
Digitized Logo's & Signatures Electronically provided • Furnished in ComTec Format	$150.00 per item
Digitized Logo's Creation & Signature Scanning	$350.00 per item
Storage of Historical Bills	$0.0050 per image
Report Packages	$25.00 per report

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3.5. **Finishing Expenses**:

Item	Unit Cost
Shrink Wrapping or Special Packaging	$2.00 per package
Special Cutting, Trimming, or Drilling	$50.00 per 1,000
Off-line Folding	$50.00 per 1,000
Handwork & Manual Insertion • One (1) hour minimum	$30.00 per hour
Disposal of Client Stocked Materials	$2.00 per item
Freight, Courier, & Air Delivery	Cost plus 25%

3.6. **Prepaid Expenses**:

All pre-paid expenses are to be provided via check or wire transfer in advance from City. DataProse reserves the right to hold any and all mail if proper advance payment is not made. City's advance payment should reflect enough postage monies to cover 45 days estimated postage expense at all times.

Estimated pre-paid expense payment at this time is _____. This prepayment must be received at DataProse's office no later than ten days before production begins.

In the event that the US Post Office increases postage fee's or an additional expense is incurred by DataProse additional expense may be passed on to the City on an at cost basis.

3.7. **General**:

DataProse will invoice City on a monthly basis for services rendered.

4. **SCOPE**

DataProse will provide a turnkey solution for print and mail services required by Client as it relates to their bill processing pursuant to Client's agreement with the City of Boynton Beach, Florida.

Service Level Agreement: Mail Services SLA

Data is to be prepared for DataProse in the agreed format and transmitted to the designated DataProse Output Center no later than 10:00 AM. ET/9:00 a.m. CT, on each of the cycle processing dates. If the data is erroneous or is not prepared in the agreed format, a fee equal to the data processing charge may be assessed on the part of DataProse.

Services are to be completed and delivered into the U.S. Postal Distribution System no later than the next business day from successful receipt of data (this excludes delays associated with: Acts of God, processing errors not the fault of DataProse, transmission errors.)

5. **ADDITIONAL TERMS**

5.1. Client agrees that during the term of this agreement Client expects the mailing volumes from the City of Boynton Beach will be of approximately INSERT on a monthly basis.

5.2. All material prices are subject to change due to material expenses that may be passed on to DataProse by the manufacturers. Prices for these materials and original documentation of the increase will be presented to Client for review and approval; such approval will not be unreasonably withheld.

5.3. Invoices will be rendered weekly. Payments for all services provided by DataProse due net 30 days from the billing date. Invoices not paid by 60 days (60) days shall be charged a rate of interest of one percent (1%) per month. Please note our payment address as follows: DataProse, 1122 W Bethel Rd #100, Coppell, TX 75019.

5.4. All applicable taxes, fees, levies imposts, duties, withholding or other charges, exclusive of those relating to DataProse's net income, (including any interest and penalty thereon) arising from the provision of the Services herein are to be paid by the Client. Client will indemnify and hold harmless from and against any liability for such taxes, fees, levies, imposts, duties, withholding or other charges, exclusive of those relating to DataProse's net income, (including any interest and penalty thereon) arising from the provision of the Services described herein.

5.5. The Client agrees that should termination of this agreement be requested by Client other than for cause or due to a termination at any time without further obligation by Client giving one hundred and eighty (180) days written notice to DataProse, then a cancellation penalty of 3 months of the projected monthly billing fees based on the average of the previous three months less postage on the balance of the agreement shall be levied. In addition, any unused materials purchased on behalf of Client will be billed to Client.

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5.6. All computer software developed and/or utilized by DataProse in conjunction with DataProse's service, whether or not Client has been charged for such software, and all updates, modifications, enhancements and derivative works of such software and all copies thereof shall be the sole property of and remain owned by and DataProse; provided however, that software provided to DataProse by Client and developed for Client by a third party, where title to such software vests in Client or is licensed to Client shall remain the property of Client.

5.7. Neither party shall be held responsible for any delay or failure in performance for causes beyond its reasonable control, including without limitation, acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations imposed after the fact, fire, power failure, earthquakes or other disasters natural or otherwise.

5.8. DataProse will treat as confidential all Client and City of Boynton Beach information and will make the same effort to safeguard such information as it does in protecting its own proprietary data. Client and City of Boynton Beach data stored at DataProse shall remain the exclusive property of Client and City of Boynton Beach. DataProse will not reproduce, copy, duplicate, disclose, or in anyway treat the information supplied by Client and City of Boynton Beach in any manner except as provided for in this Agreement. Upon termination of this Agreement and payment to DataProse for services rendered and goods provided through the date of termination, DataProse will deliver to Client all Client- and City of Boynton Beach-owned forms, materials, media, microfilm/microfiche and printed materials which were produced pursuant to this Agreement and which are then in the possession of DataProse.

5.9. Liability on the part of DataProse for loss, destruction or damage by breakage, leakage, theft or accidental causes shall be limited to replacement with equivalent media and reprocessing of any microfilm/microfiche or printed materials lost or destroyed, at no additional charge to Client. Client is responsible for maintaining proper backup of source material sent to DataProse until DataProse has returned the original media. DataProse shall have no liability for damages resulting or claimed to have resulted from erroneous or incomplete completion, processing or transmission of information or data. In no event shall DataProse be liable to Client for indirect, incidental, special, or consequential damages (including without limitation, liability of Client to third parties, except for the City of Boynton Beach), arising out of this agreement. In no event shall DataProse's liability exceed an amount equal to two times the average monthly amount which has been paid to DataProse for processing and providing applicable services thereunder for the immediately proceeding eight (8) months or, with respect to goods and supplies, the price paid to DataProse for the particular good and/or supplies involved.

5.10. EXPRESS DISCLAIMER OF WARRANTIES, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN SET FORTH, NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE MADE BY DATAPROSE FOR ANY SERVICES PERFORMED OR PRODUCTS PROVIDED HEREUNDER.

5.11. All notices given HEREUNDER shall be in writing and shall be sent by certified mail prepaid to the parties at the addresses set forth on this document hereof, or to such other addresses of which either party may give by written notice. Notice shall be effective upon receipt.

5.12. All costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in order to remedy any breach of this contract shall be borne by the losing party.

5.13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto and shall be enforceable as though such invalid or unenforceable provision were not contained herein.

5.14. The parties agree that any disputes under this agreement are to be resolved by the courts of Boynton Beach, Florida.

5.15. This constitutes the entire agreement between the parties; any verbal representations not contained in this agreement are null and void. Any and all changes to this Agreement must be in writing.

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EXHIBIT E SIGNATURES

In witness whereof, the Parties have executed this Exhibit by their duly authorized representatives.

Catalis Payments, LLC:

DocuSigned by:
Signed: Steve Ostroff
811FAF338E2B4FA...
Name: Steve Ostroff
Title: Executive Vice President
Date: 7/22/2024

DataProse:

DocuSigned by:
Signed: Brian Snyder
4F62FDA2748649B...
Name: Brian Snyder
Title: CSO
Date: 7/22/2024

City of Boynton Beach, Florida:

Signed:
Name: Ty Penserga
Title: Mayor
Date: 8/7/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: Shawna S. Lamb

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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.

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

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

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

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

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

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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 Contractor to the City may fall within the disclosure requirements of Chapter 119, Fla. Stat. The Contractor 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 the Contractor's Confidential Information, it will notify the Contractor in writing or electronically. If the Contractor continues to assert in good faith that the information is confidential or exempt from disclosure pursuant to Chapter 119, Fla Stat., then the Contractor 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 the Contractor's position. Contractor 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.

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 represents that Contractor 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 Contractor violates this section, City may immediately terminate this Agreement for cause, and Contractor shall be liable for all costs incurred by City due to the termination.

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 Contractor 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. 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.

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, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Any provision of the Agreement that requires the City to indemnify the Contractor or any third party is hereby deleted in its entirety.

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: DocuSigned by: Steve Ostroff
811FAF338E2B4FA...

Name: Steve Ostroff

Title: Executive Vice President and GM

Date: 7/22/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2025

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
Arthur J. Gallagher Risk Management Services, LLC
Six Desta Drive, Suite 5900
Midland TX 79705

CONTACT NAME:
PHONE (A/C, No, Ext): 432-570-3456 **FAX (A/C, No):** 432-570-3450
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Phoenix Insurance Company	25623
INSURER D : Associated Industries Insurance Company, Inc.	23140
INSURER E : Travelers Indemnity Company	25658
INSURER F :	

INSURED CATALIS-01
Catalis Payments, LLC
3025 Windward Plaza Ste 200
Alpharetta GA 30005

COVERAGES **CERTIFICATE NUMBER:** 342923667 **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	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	H-630-2Y488107-PHX-25	5/20/2025	5/20/2026	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA-2Y489952-25-I3-G	5/20/2025	5/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	CUP-3Y654799-25-I3	5/20/2025	5/20/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-2Y488979-25-I3-G	5/20/2025	5/20/2026	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
D	Professional Liability Cyber Liability	Y Y		AES1234141-02	5/20/2025	5/20/2026	Professional Cyber	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as respects to the General Liability, Automobile, Cyber/Professional policies, pursuant to the policy's terms, definitions, conditions and exclusions, as per endorsement CG D4 17 edition (02 19) , CA T3 01 edition (02 15), and CYS 0122.

Waiver of Subrogation applies to certificate holder, as respects to the General Liability, Automobile, Cyber/Professional policies and Workers Compensation pursuant to the policy's terms, definitions, conditions and exclusions, as per endorsement CG D4 17 edition (02 19), CA T3 53, edition (02 15), CYS 0122, WC00031300.

The insurance provided in the General Liability, Automobile and Cyber policies are primary and noncontributing as per endorsement CG T1 00 edition (02 19), See Attached...

CERTIFICATE HOLDER

The City of Boynton Beach; Finance/Procurement Services
PO Box 310 |
100 E Boynton Beach Blvd
Boynton Beach FL 33425-0000
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CATALIS-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Catalis Payments, LLC 3025 Windward Plaza Ste 200 Alpharetta GA 30005
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CA T4 74 edition (02-16) and CY330018 0522.

The Workers' Compensation, General Liability and Business Automobile policies include an endorsement providing that 30 days notice of cancellation or coverage change will be furnished to the certificate holder.

Certificate Holder is an additional insured.

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RESOLUTION NO. R23- 087

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE ASSIGNMENT AGREEMENT CHANGING THE COMPANY/FIRM FROM BILL2PAY, LLC TO CATALIS PAYMENTS, LLC. THE AGREEMENT IS BASED ON SERVICES PROVIDED FOR REQUEST FOR PROPOSAL RFP NO. 074-2821-16/KTR BILL PRINTING, MAILING, ELECTRONIC BILL PRESENTMENT AND PAYMENT PROCESSING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 19, 2016 by Resolution R16-062, Commission approved the authorization of the City Manager to sign a contract with Bill2Pay, LLC as the top ranked vendor for the Request for Proposal RFP No. 074-2821-16/KTR Bill Printing, Mailing, Electronic Bill Presentment and Payment Processing; and

WHEREAS, the City entered into the contract with Bill2Pay, LLC on August 1, 2016; and

WHEREAS, the City has been notified that Bill2Pay, LLC is now known as Catalis Payments, LLC.; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the City Manager to sign the Assignment Agreement changing the company/firm from Bill2Pay, LLC to Catalis Payments, LLC. The Agreement is based on services provided for Request for Proposal RFP No. 074-2821-16/KTR Bill Printing, Mailing, Electronic Bill Presentment and Payment Processing.

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

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

Section 2. The City Commission does hereby approve and authorize the City Manager to sign the Assignment Agreement changing the company/firm from Bill2Pay, LLC to Catalis Payments, LLC. The Agreement is based on services provided for Request for Proposal RFP No. 074-2821-16/KTR Bill Printing, Mailing, Electronic Bill Presentment and

Payment Processing. A copy of the Assignment Agreement is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 18th day of July, 2023.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

ASSIGNMENT AGREEMENT

Solicitation Name: "Request for Proposal – Bill Printing, Mailing, Electronic Bill Presentment and Payment Processing

RFP # 074-2821-15/KTR

This Assignment Agreement ("Agreement") to RFP # 074-2821-15/KTR (the "Contract") is entered into by Bill2Pay, LLC ("Assignor"); Catalis Payments, LLC, a Georgia Corporation ("Assignee"); and the City of Boynton Beach, a municipal corporation organized and existing under the laws of the State of Florida ("City"). Assignor, Assignee, and City are collectively referred to herein as the "Parties."

Recitals

WHEREAS, the Assignor entered into the Contract with the City on August 1, 2016 and a First Amendment to the Contract on September 13, 2017; and,

WHEREAS, the Assignor now wishes to assign all its rights and obligations under the Contract to Assignee; and,

WHEREAS, the "ASSIGNMENT" section Article 16 in the Contract between the City of Boynton Beach and Bill2Pay, LLC requires express written consent of the City to assign this Contract; and,

WHEREAS, the Assignee represents that it can assume and fully perform the Assignor duties under the Contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Contract shall be amended as follows:

1. The above recitals are hereby incorporated into this Agreement.
2. The Assignee accepts and agrees to be bound by and fully perform all of Assignor's Contract obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Contract in the name of Assignor.
3. The Assignee agrees to assume all obligations and liabilities of, and all claims against, the Assignor under the Contract as if the Assignee was the original party to the Contract.
4. The Assignor waives all rights under the Contract as of the effective date of this Agreement.
5. The Parties agree that this Agreement operates as an assignment of the Contract, establishing a new contractual relationship entered into by and between the City and Assignee.
6. The City consents to the assignment. The City, in executing its consent to this Agreement, does not release Assignor from any claims or remedies it may have against Assignor arising prior to the effective date of the assignment of the Contract.
7. The Assignee, by this Agreement, becomes entitled to all rights, titles, and interests of the Assignor in and to the Contract as if the Assignee were the original party to the Contract.
8. The effective date of this Agreement shall be the date of the final signature to this Agreement.

ASSIGNMENT AGREEMENT
Solicitation Name: "Request for Proposal – Bill Printing, Mailing, Electronic Bill Presentment and Payment Processing
RFP # 074-2821-15/KTR

9. This Agreement is hereby made a part of this Contract. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force and effect.

10. This Agreement sets forth the understanding between the Parties regarding the subject matter hereof. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile and pdf signatures shall be considered to be originals.

[*Signature page to follow*]

ASSIGNMENT AGREEMENT

Solicitation Name: "Request for Proposal – Bill Printing, Mailing, Electronic Bill Presentment and Payment Processing

RFP # 074-2821-15/KTR

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

City: City of Boynton Beach

By: _____

for **Name: Daniel Dugger**

Title: City Manager

Date: 7/18/23

Assignor: Bill2Pay, LLC

By: DocuSigned by: Steve Ostroff 82CDB490B7ED474...

Name: Steve Ostroff

Title: EVP of Payments

Date: 6/27/2023

Assignee: Catalis Payment, LLC

By: DocuSigned by: Steve Ostroff 82CDB490B7ED474...

Name: Steve Ostroff

Title: EVP of Payments

Date: 6/27/2023

R16-062

VENDOR SERVICES AGREEMENT TO PROVIDE BILL PRINTING, MAILING, ELECTRONIC BILL PRESENTMENT AND PAYMENT PROCESSING

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as the City", and Bill2Pay, LLC, hereinafter referred to as "VENDOR", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The VENDOR is retained by the City to provide complete back office services to produce paper and electronic utility bills, distribute those bills through mail or electronic services, provide payment options *for* customers including lockbox services with a Florida mailing address and provide staff a web based portal.

2. SCOPE OF SERVICES. Vendor agrees to perform the services as outlined in RFP No., **074-2821-15/KTR** and incorporated herein: "Section 2. – Project Information and Scope of Services, 2.4 Scope of Services to be Performed; and 3.0 Technical Requirements" as responded to in the October 12, 2015 proposal of Vendor both of which are incorporated herein. Vendor's response shall supercede the Scope of Services and Technical Requirements found in the City's RFP, including with respect to Vendor's response regarding section 3.2.4 Electronic Bill Presentment General.

3. TIME FOR PERFORMANCE. Work under this agreement shall commence upon written notice by the City to the Vendor to proceed. Vendor shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

4. TERM: This Agreement shall be for a period of three (3) years beginning from the contract execution date, Aug. 1, 2016, with five (5) one-year renewal periods subject to Vendor's acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Vendor shall be made promptly and in accordance with the provisions and time frames set forth in the Bill2Pay Payment Processing Services Agreement attached and incorporated herein as Exhibit 1, which includes both the statement of work and pricing, on all invoices submitted to the City properly and in accordance with the Bill2Pay Payment Processing Services Agreement.

   b. The Vendor may submit invoices to the City once per month during the progress of the contract term. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.

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

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

   e. The 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 three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, and other materials produced by the Vendor in connection with the services rendered under this Agreement shall be the property of the City. This section does not apply to any intellectual property, which shall remain the property of Vendor.

7. BILL2PAY PAYMENT PROCESSING SERVICES AGREEMENT. As previously stated, the Bill2Pay Payment Processing Services Agreement, which includes both the statement of work and pricing is attached and incorporated herein as Exhibit 1. The parties have reviewed the Bill2Pay Payment Processing Services Agreement and agree that it is not in conflict with any other contractual document, including this document. However, in the event of a conflict with any other contractual document, including this document, then the terms and conditions of the Bill2Pay Payment Processing Services Agreement and its exhibits shall control.

8. PAYNEARME SERVICE. PayNearMe, Inc. offers a web-based technology payment processing service to enable cash payments to be made at participating retailing locations. City shall have the option of utilizing such services but only upon execution of a Client Confirmation of Critical Terms of Service on the Cash Transaction Network MT agreement with PayNearMe, Inc., the form of which is attached as Exhibit 2.

9. ONESOURCE PROCESSING AND PRODUCTION SERVICES. OneSource Holdings LLC offers processing and production services, including printing and mailing. City agrees to Vendor using OneSource Holdings LLC as a subcontractor for such services in accordance with the terms of the agreement attached and incorporated herein as Exhibit 3, which shall be executed contemporaneously with this Vendor Services Agreement.

10. 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.

11. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property directly occasioned by a negligent act, omission or failure of the Vendor.

12. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and Vendor liability insurance in the amount of $1,000,000 per occurrence to 2 million aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

13. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither 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.

14. 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 contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. 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.

16. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

17. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

18. TERMINATION.

a. The City reserves the right to terminate this Agreement at any time by giving one hundred and eighty (180) days written notice to the Vendor.

b. In the event of the death of a member, partner or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City, if the City so chooses.

19. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

20. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address: Lori

LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

David Graham, Co-President, Chief Marketing Officer Bill2Pay, LLC
9428 Baymeadows Rd, Ste 600
Jacksonville, FL 32256

21. 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 of Boynton Beach is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla. Stat., the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the agency

Failure of the contractor to comply with the provisions Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

22. INTEGRATED AGREEMENT. This agreement, together with its exhibits, attachments, or addenda, 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.

DATED this 1 day of August, 2016.

CITY OF BOYNTON BEACH

Lori LaVerriere

Lori, LaVerriere City Manager

Vendor

Attest/Authenticated:

Judith A. Fyle

City Clerk

CITY OF BOYNTON BEACH

Co President, COO

Title

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Secretary

Bill2Pay

Exhibit 1: Terms and Conditions

Client City of Boynton Beach

Effective Date: August 1, 2016

Initial Term End Date: July 31, 2019

This **Payment Processing Services Agreement** ("Agreement") is entered into as of the Effective Date by and between **Bill2Pay LLC.**, ("Company") a Florida Corporation with offices in Jacksonville and Clearwater, Florida, and the above referenced Client, a Florida Municipality

1 Scope of Services

Company shall furnish the services and implement the general product as set forth in the attached **Exhibit A** – Statement of Works which is incorporated herein and made a part of this Agreement.

2 Compensation

2.1 FEES

As consideration for the services set forth in **Exhibit A – Statement of Work**, Client shall pay the Company the fees according to the provisions contained in **Exhibit B Pricing.**

2.2 Pricing Changes

The fees defined in **Exhibit B** are fixed for the initial thirty six (36) month term of the Agreement provided Client does not make a substantial change not in accordance with the service description set forth in **Exhibit A**. Substantial changes include, but are not limited to, initiating a change in the form of Client's customer payments, Automated Voice Response Systems (IVR), Web pages and links, operating procedures, invoices, account numbers, or any other similar changes.
Should Client desire to make any such change, it shall give the Company at least thirty (30) days advance written notice. Client shall be responsible for any additional expenses incurred by Company.
Credit processing rates, and rules, are not controlled by the Company and they may change without prior notice. If such rates increase Company will increase the electronic pricing structure outlined in **Exhibit B** to reflect such rate increase. In addition, postage rates are not controlled by the Company and they may change without prior notice. If such rates increase Company will increase the print, bill presentment – OneSource pricing structure outlined in **Exhibit B** to reflect such rate increase.

2.3 Invoices

Company will send Client a monthly invoice for all charges incurred. The invoices will also include detail for volumes and the number of transactions processed.
Client shall pay invoices within forty-five (45) days of issue. Invoices not paid within forty-five days shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest, or the highest amount allowable under applicable law. This interest shall accrue from the issue date and shall continue until invoice is paid in full. In the event of a dispute regarding an invoice, the 45 day period of payment shall be abated until the resolution of the dispute, but only with respect to those particular items and their respective amounts in the invoice that are in dispute but only with respect to those particular items and their respective amounts in the invoice that are in dispute.
Should Client object to any invoice or portion thereof then Client shall pay such invoice under protest.

Invoices and detail will be sent to:
City of Boynton Beach
Attn: Barb Conboy – Utilities Customer Relations
P.O. Box 310
Boynton Beach, FL 33425-0310

Payment will be sent to:
Bill2Pay
4700 140th Ave. North
Ste 106
Clearwater, FL 33762

2.4 Chargebacks and Offset

Company may withhold from all payments or disbursements made to Client under this Agreement any amounts owed Company due to Client's customer's returned payments, chargebacks, and all other amounts owed by client to company. These amounts will include these amounts and applicable fees. In the event Company is not reimbursed for these amounts it will constitute a withholding of fees governed by paragraph 4.2 of this Agreement.

3 Agreement Term

3.1 Initial Term

This Agreement shall have an initial thirty-six (36) month term ending at midnight on July 31, 2019.

3.2 Renewal Options

This term will be extended by written addendum for up to five successive one (1) year terms unless terminated by Company or Client, pursuant to the provisions contained in paragraph 4 – Termination.

4 Termination

4.1 Termination for Convenience

Client may terminate this Agreement for convenience, without further obligation, upon one hundred and eighty (180) days written notice to the other party.

4.2 Termination for Cause

Company or Client may terminate this Agreement, without further obligation, upon written notice to the other party if the other party breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.
Company may terminate this Agreement, without further obligation, upon written notice to the Client if the Client withholds, or does not pay, any fees claimed by Company. In such event the period to cure shall be seven (7) days after receipt of said notice.

5 Responsibilities

5.1 Responsibility for the Data

Company assumes no liability for loss of input payment data, checks or other information before such data is in possession of Company. Company does not guarantee any payment for goods or services provided by Client. Company shall not be liable for any consequential, special, exemplary, incidental or indirect damages. Company will reimburse Client for the recovery of overdraft fees charged to a Client customer as a direct result of a payment transaction error by Company. Company will further reimburse Client for any payments made by Client to Company which may be subsequently reversed for any reason.
The term Company shall include all employees, directors and officers of Company as well as independent contractors hired by the Company to perform any part of the services to be furnished under this Agreement. Possession of the data by the Company first occurs when the items to be processed are delivered electronically and successfully stored by the Company's electronic payment application, or when items are delivered physically to Company's lockbox processing facility and ends when the information has been delivered to the Client's depository institution. Company ensures the protection and integrity of the data in its systems.

6 Insurance and Bond

Company maintains the following coverage:

I. **Worker's Compensation Insurance** which shall fully comply with the statutory requirements of applicable state and federal laws.

II. **Employers' Liability Insurance** with limits no lower than $500,000 per accident, $500,000 for disease per employee and $500,000 disease policy limits.

III. **Commercial General Liability Insurance** with a minimum combined single limit of liability of $1,000,000 per occurrence per location and $2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury. This policy shall include products, completed operations coverage, and Broad Form Contractual Insurance specifically covering this Agreement.

IV. **Fidelity Bond** for coverage for the dishonest acts of its employees with a minimum amount of $1,000,000.

7 Contract Documents

7.1 Contract Documents

The following Contract Documents are incorporated into and made part of this Agreement. In the event of any conflict between the Contract Documents or any ambiguity, the following priority is hereby established:

I. Signed Amendments to this Agreement

II. This Payment Processing Services Agreement

III. Exhibits to this Agreement: Exhibit A- Scope of Work, Exhibit B – Pricing, Exhibit 2- Confidential and Proprietary – PayNearMe – (option to be considered in the future), Exhibit 3 – OneSource Holdings/Bill2Pay agreement

Client has read and executed these exhibits.

7.2 Entire Agreement

The Vendor Services Agreement together with this Agreement constitutes the entire agreement between the parties. No other representations have been made by either of the parties other than what has been set forth herein. This Agreement may only be amended by written amendment signed by both parties. All of the representations made by Company with respect to the provisions of the services are set forth in this Agreement and Client acknowledges that it has not relied upon any other statements Client acknowledges that it has not relied upon any other prior statements or negotiations.

7.3 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.4 Headings

Section headings are only included for reference and convenience. They are not intended to define the scope of any provision and should not be used to construe or interpret this Agreement.

8 Contacts

8.1 Notices

Whenever, under this Agreement, one party is required to give notice to the other, such notice shall be deemed given, if mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as shown below. Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

Client
City of Boynton Beach
Attn: Lori LaVerriere, City Manager
P.O. Box 310
Boynton Beach, FL 33425-0310

Bill2Pay LLC.
Bill2Pay
4700 140th Ave. North
Ste 106
Clearwater, FL 33762

8.2 Assignment

No party may assign or transfer any of its rights or obligations under this contract without the prior written approval of the other party.

8.3 Primary Contacts for Informational Purposes Only

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Iris Kraft
Bill2Pay
4700 140th Ave. North
Ste 106
Clearwater, FL 33762

9 Force Majeure – Suspension of Operations

Performance of these services will be provided in Company's facilities in either Clearwater or Jacksonville, Florida. Neither party shall be liable for damages for delay in Services should both of these facilities be unavailable due to causes beyond its control and without its fault or negligence. In the case of Company, Company shall within four (4) hours from the beginning of such delay, notify Client of the cause of delay and Company's contingency plan to cure such delay.

These causes include, but are not limited to, acts of God, acts of public enemy, acts of the government, foreign or domestic terrorists, fires, floods, epidemics, strikes, labour disturbances, and freight embargoes. It will not including delays caused by subcontractors or suppliers.

If a delay exceeds a total of five (5) days, Client may immediately with necessity of further notice, terminate this Agreement. Where Company is prevented from providing the Services due to a cause listed above, Company shall use its best efforts to resume Services as soon as such cause ends.

10 Dispute Resolution

10.1 Mediation

Prior to litigation, Company and Client agree that any dispute arising from or relating to this Agreement, shall be decided through mediation, which shall be held in **Boynton Beach, Florida.**

10.2 Choice of Law

This Agreement shall be governed by the laws of the State of Florida.

10.3 Venue

If for any reason the parties do not successfully mediate their dispute in accordance with subparagraph 10.1 the parties agree to Palm Beach County, Florida as the exclusive venue and jurisdiction for any dispute arising from or relating to this Agreement.

10.4 Waiver of Jury Trial

Company and Client both waive any right to a jury trial for any dispute arising from or relating to this Agreement.

11 Signatures

In Witness whereof, the parties hereto have executed this Agreement as of the Effective Date by the undersigned officer's thereunto duly authorized.

CLIENT City of Boynton Beach
Sign: Lori LaVerriere
Name: Lori LaVerriere
Title: City Manager
Date: August 1, 2016

Bill2Pay LLC
Sign: Iris Kraft
Name: Iris Kraft
Title: Co – President, Chief Operations
Date: 7/18/2016

PCI Responsibility Matrix and Agreement

PCI Requirement	Bill2Pay, LLC (Service Provider) Responsibility	Client Responsibility
1: Install and maintain a firewall configuration to protect cardholder data	Limiting network access to and from devices used within the Bill2Pay, LLC online ordering platform to the most restrictive possible	Although not directly handling cardholder data, where applicable client is advised as best practices to maintain firewall configurations that protect internal networks and any data.
2: Do not use vendor-supplied defaults for system passwords and other security parameters	Adhering to CIS-derived system hardening policies for all devices and systems within the Bill2Pay, LLC online ordering platform.	Although not directly handling cardholder data, where applicable client is advised as best practices to not use vendor-supplied defaults or system passwords and other security parameters.
3: Protect stored cardholder data	Securely storing (or not storing) cardholder data within the Bill2Pay, LLC platform in line with PCI Requirement 3.	Not applicable, client does not store cardholder data.
4: Encrypt transmission of cardholder data across open, public networks	Requiring secure transmission of cardholder data into the Bill2Pay, LLC platform and sending data to payment gateways in the most secure manner supported.	Although not directly handling cardholder data, where applicable client is advised as best practices to encrypt transmission of data regardless of type but especially sensitive data.
5: Protect all systems against malware and regularly update anti-virus software or programs	Regularly scanning Bill2Pay, LLC platform servers for malware and viruses with up-to-date anti-virus software.	Although not directly handling cardholder data, client is advised as best practices to protect all systems against malware and regularly update/maintain anti-virus software or programs.
6: Develop and maintain secure systems and applications	Following secure development and change control procedures for all changes to Bill2pay, LLC platform components and ensuring that all Bill2Pay, LLC platform components have the latest vendor-supplied security patches installed.	Although not directly handling cardholder data, where applicable client is advised as best practices to follow secure development, change control and patching processes.
7: Restrict access to cardholder data by business need to know	Restricting access to cardholder data to systems and parties authorized within Bill2Pay, partners or by client.	Not applicable.
8: Identify and authenticate access to system components	Identifying and authenticating access to Bill2Pay, LLC controlled components in PCI scope.	Although not directly handling cardholder data, where applicable client is advised as best practices to identify and authenticate system components but especially sensitive data areas.
9: Restrict physical access to cardholder data	Restricting physical access to Bill2Pay, LLC's platform to PCI level 1 hosting providers.	Not applicable.
10: Track and monitor all access to network resources and cardholder data	Logging and monitoring all activity occurring within the Bill2Pay, LLC Platform	Although not directly handling cardholder data, where applicable client is advised as best practices to track and monitor access to local network resources especially in areas where card scan devices may be installed.
11: Regularly test security systems and processes.	Testing the security systems and processes for the Bill2Pay LLC card processing Platform.	Not applicable.
12: Maintain a policy that addresses information security for all personnel	Maintaining security policies for all Bill2Pay, LLC employees and contractors	Although not directly handling cardholder data, where applicable client is advised as best practices to establish an information security policy for all personnel.

Examples of Bill2Pay's Responsibilities

- Preventing credit card data from being intercepted in-transit between a client submitting credit card data and our platform servers.

- Preventing credit card data stored or transmitted within our platform from being stolen by unauthorized parties.
- Restricting access to sensitive data transmitted and stored by Bill2Pay's platform to only those with a business need.

Examples of Client Responsibilities

- Maintaining patched and updated malware tools supporting systems.
- Regularly updating operating systems and applications installed
- Security of third party developers or agencies that develop for client and may interface with Bill2Pay's platforms
- Security of POS system(s) scanners and local environments that interface with Bill2Pay's platforms.

Examples of End-User Responsibilities

- Security of the device or browser being used to enter credit card data. For example, Bill2Pay is not responsible for malicious browser plugins or key loggers.

By this written agreement, known as the "PCI Responsibility Matrix and Agreement", Bill2Pay provides acknowledgement that Bill2Pay, the service provider, is responsible for the security of cardholder data it may possess or otherwise store, process or transmit on behalf of the Client, or to the extent that they could impact the security of the Client's cardholder data. The Client acknowledges and agrees to Bill2Pay's and its responsibilities in the above responsibility matrix.

Initial Here:

Client _____ Company IK

Exhibit A - Statement of Works

I. Print, Bill Presentment - OneSource

Bill Presentment General

Company agrees to accept a cycle billing file from the Client five business days per week. The billing file specification will be provided by the Client once the interface for bill printing has been specified.

Company will accept daily off-cycle billing files for special cases such as customer final, reminder, and duplicate bills.

Company will support multiple bill formats and the inclusion of multiple bill formats in one billing file. The Client may choose to bill for items other than water, wastewater, reclaimed, stormwater and refuse service. The type of bill will be specified in the billing file. The Client will work with the Company to design additional bill formats on an as-needed basis.

Company must provide a web-based self-enrollment form that allows the Clients customers to select paper or electronic bill presentment.

Company must provide a billing enrollment file back to the Client. At a minimum, this file should detail the billing option (paper/electronic) and billing date for each customer, together with customer identifier data (i.e., City account number).

For Inserts, the Company will:

a. Have a process for including custom inserts in both electronic and paper bills.
b. Must be able to accept Clients approved inserts from third parties.
c. Must be able to direct-bill third parties for costs associated with Client approved inserts.
d. It is the Clients intent to have the capability to provide the Company with other City information that will be sent with the utility bills during the next cycle of bills. Upon receipt of the proposed insert, the Company shall include the insert with the billing cycle within three days and shall continue including the information until all billing cycles are complete.

Company must have a process for handling cancel bill or cancel/rebill scenarios.

Company must provide real-time bill reprint capability to the Client, preferably via web interface.

Bill reprint via the Company's functionality must appear identical to a bill reprinted by the Client directly from the CIS.

Bill Presentment Paper

Company must print and mail all non-electronic bills within one (1) business day of receipt of the billing file.

OCR: Company must provide OCR printing for remittance stubs as necessary to meet the Clients requirements. The scan line may contain up to forty-eight (48) characters, printed in standard OCR-B font.

Company must provide bar code printing on bills as necessary using standard bar code formats to meet Clients requirements.

Company must provide multi-page bill printing up to an unlimited number of pages and handle envelope/mailing differences while obtaining USPS best-rates.

Company must provide for pulling or suppression of printing as required/requested by the City.

Addresses: Company must provide address correction and encoding (ACE), presort, and barcode capabilities.

Company's system must be CASS certified. Company must provide the City with a CASS-certified database update in ASCII file format on a quarterly basis; also provide cost difference for monthly update.

Mailing: Company must mail customer bills via First Class mail. Envelopes shall not bear post (or other) marks indicating origin outside of the United States. It is the Clients preference for the post mark to indicate origin within the State of Florida but it is not a requirement and the City does not want additional cost for this preference.

Forms design: Company must provide forms design services and expertise necessary to accommodate the Clients bill formats (to be determined). Specific per-page design requirements include:

a. One micro-perforations
b. Full color printing to include the City's logo colors.
c. Duplex printing

Materials: Company must supply and store all material needed for bill printing and mailing. Any necessary pre-printing of materials shall be the responsibility of the Company.

Bill Presentment Electronic
Company must present all bills on the web.
Company must email all electronic bill customers that a new bill is available within one (1) business days of receipt of the billing file.

II. Payment Processing Bill2Pay Lockbox

Bill2Pay agrees to provide remittance processing and other enumerated related services for the City of Boynton Beach in accordance with the procedures listed below.

1. **Post Office Box:** A Post Office caller service box will be opened by Client at the Tampa Regional Airport Post Office facility in Tampa, Florida. The actual post office box will be in the name of and owned by Client and Client will grant Bill2Pay exclusive use of the post office box for the term that this Agreement is in effect. Bill2Pay will pay for the cost of the lockbox at the Tampa Airport and pass through the cost to the Client on an annual basis. Mail addressed to the box will be picked up each Bill2PayCompany business day (Monday through Saturday), opened and the envelope contents reviewed and processed in accordance with the terms of the Agreement.
2. **Mail Processing:** Bill2Pay will open all mail and prepare the remittance coupons and payment checks for processing. Bill2Pay will not process those items documented in the Client Information Sheet as not to be processed. Unless otherwise agreed upon, all processed checks will be endorsed "For Deposit Only" to the client bank and client bank account.
3. **Authorization:** Client has designated their demand deposit account(s) to be used by Bill2Pay for lockbox deposits and adjustments hereunder. The funds associated with the Client will be deposited into the demand deposit account on the date that such checks and remittance coupons are processed by Bill2Pay, or the next business banking day when such items are processed on a Saturday, Sunday or holiday.
4. **Data Transmission:** Bill2Pay will transmit payment files once daily at a mutually agreed upon time. Each file will be verified and double-checked before transmittal, and email notifications will be sent to Client notifying that the payment file has been sent.
5. **Exception Checks:** Images of exception checks will be hosted daily on the Bill2Pay secure web portal for review by the Client. The Client will provide posting information back to Bill2Pay
6. **Online Banking Payments**: Bill2Pay has the ability to receive, on behalf of the Client, online banking payments in electronic format.
7. **Blocked Accounts:** Bill2Pay will accept a file from the Client that provides account numbers for blocked accounts - accounts that cannot accept a check for payment.
8. **Delivery:** Bill2Pay will deliver via overnight express or image pdf file to be received by Client on the following business day after the mail has been processed: customer notes and/or correspondence received with or without a payment, address changes, payments not to be processed, lockbox reports, deposit information and balancing detail.
9. **Record Retention:** Bill2Pay will provide real-time electronic access to images of processed checks, and check stubs as they are uploaded to the database. Bill2Pay will maintain an image record of all checks and coupons, which are processed by Bill2Pay, for a period of one (1) year.
10. **Payment Amount Discrepancy:** If the handwritten amount on a payment differs from the numeric amount, the amount, which agrees to the invoice amount due, will be accepted.
11. **Client Changes:** Client will notify Bill2Pay at least sixty (60) days in advance of any change in the form of its customer payments, invoices, and envelopes or in the regular monthly mailing schedule of such documents.

III.Payment Processing Bill2Pay Electronic

Bill2Pay shall provide a payment system to Boynton Beach that will allow the client to take credit/debit card and E-Check (ACH) transactions for its end users. Bill2Pay's payment channels include our Point of Sale (POS), Online, Interactive Voice Response (IVR), and Mobile Payment Solutions. The POS solution is part of our Client Administration Tool, which is necessary to have in order to take walk up / face to face, online, or IVR payments.

1. **Client Administration Tool:** A simple-to-use web based system that allows for managing end users credit/debit and E-Check payment transactions. Client will be provided with a secure web link. The Client Administration Tool is a self-managed application and has the following features built in:

   - Real-Time Reports: All payment transactions are recorded in real-time into our reports. The daily reconciliation and payment transaction reports are two ad hoc reports, which the client can create on demand. The payment report is used for managing the payment transactions and the transaction reconciliation report will match to the penny to our client's bank deposits. Both reports can be exported into CSV and PDF formats.
   - Point-Of-Sale (POS) Solution: The POS Solution gives the client the ability to take credit/debit and E-Checks (ACH) payments for walk-in or phone-in payments. Once the credit/debit card or E-Check (ACH) transaction is approved, the payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. Note: If a phone e-Check (ACH) payment is taken by the client, the conversation needs to be recorded.
   - User Level and Office Manager: The Client Administration Tool lets the client set up different user level rights. It is also possible to set up different offices/payment locations within the system.
   - Payments Search: The Systems Payment Search function lets the client specify different search criteria to find a particular payment transaction.
   - Other Functions: The client will have the ability to void/return payments, and print duplicate receipts.

2. **Online Solution:**

Online payments solutions allow the client's end users to make a credit/debit card and/or e-Check (ACH) payment online via the company's secure payment website link. The payments can be made on time or can be set up to be, automated, or scheduled. The payment website link will be hosted by the company and branded to the client's website to give the payments web links the look and feel of the client's website. The Web payments page clearly states that the processing (convenience) fee for credit/debit card is being applied by a third party, Bill2Pay, not the Client. Once the credit/debit card or e-Check (ACH) transaction is approved, the online payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. The Web payments page clearly states how customer information is handled (i.e. for customer authorized payment transactions only, and for no other purpose). Implementation and Data File integration charges may apply as outlined in the Pricing Sheet in Exhibit A.

3. **IVR (Interactive Voice Response) Solution:** The client will be provided with a toll free phone number that is available 24 hours a day, seven days a week, 365 days a year. A mutually acceptable maintenance schedule for hardware and software supporting the IVR unit will be published to the Client. The IVR will accept credit/debit and E-Check (ACH) payments. The IVR will inform the customer that the processing (convenience) fee for credit/debit card is being applied by a third party, Bill2Pay, not the Client. After the caller has keyed the requested information, the caller is given a voice confirmation number. Once the credit/debit card or E-Check (ACH) transaction is approved, the IVR payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. The IVR unit may accommodate both English and Spanish speakers and may include other language options mutually agreed to by the Client and Company at current fee rates.

4. **Mobile App:** The Client will be provided with a mobile app that will be available for download in the Android and Apple store. Payments through the mobile app will allow the client's end users to make a credit/debit card and/or E-Check (ACH) one-time payment. The mobile app will be hosted and maintained by the company and will include the clients logo in the mobile app. The mobile app payments page shows the processing (convenience) fee for credit/debit card and E-Check (ACH) payments as a separate line item. Once the credit/debit card or E-Check (ACH) transaction is approved, the mobile app payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time.

5. **Cash Payments:** Company will use PayNearMe retail affiliates 7Eleven, Family Dollar, or Ace Cash Express to accept cash payments.

6. **Client Training and System Support:**

   - Bill2Pay will train the client at no cost on how to use the Bill2Pay system via online web sharing training tools or in person.
   - The Client will be provided with an account representative that will be available to the client during client's normal business hours. The client will be provided with an after hour support number and e-mail address.
   - Bill2Pay's Call Center to answer customer payments questions is open Monday through Friday from 9 am to 6 pm EST. It will be closed during major holidays such as President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas and New Year's.

7. **Systems Testing**: Upon execution of the contract, the Parties shall begin implementation activities that include a thorough testing regimen to confirm that Bill2Pay and Boynton Beach are prepared to accept and accurately process all transmissions.

8. **Other Items:**

   - Boynton Beach is responsible for all Chargebacks and Returned E-Check (ACH) transactions. The client shall immediately reimburse all Chargebacks/Returned e-Checks (ACH), including through netting out the Chargeback/ Returned e-Check (ACH) amount from the next deposit, regardless of the ultimate resolution.
   - If required by the credit card organizations, client will enter into all applicable Merchant Card Agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.
   - If the funds are available and not subject to reversal, the Bill2Pay will transfer the monies collected into the Boynton Beach bank account within two business days following the midnight of the day the funds are deposited with Company. The two business days funding option is only available if no American Express Credit Cards are accepted. If American Express Credit Card transactions are accepted the Company will transfer the monies collected into the BOYNTON BEACH's bank account within three business days following the midnight of the day the funds are deposited with Bill2Pay.
   - Data transmissions must be compatible with the BOYNTON BEACH's accounts receivable application; Bill2Pay's payments processing systems and Data transmissions must be compliant and compatible with any applicable Health Insurance Portability and Accountability Act (HIPAA) provisions, PCI provisions, and Red Flag compliant.
   - Bill2Pay ensures the integrity and protection of the data in its systems.
   - Boynton Beach will ensure that terminated client's employee's user account will be deactivated or deleted in Bill2Pay's system upon client's employee's termination.

Initial Here:

Client _____ Company IK

Timeline with Deliverables:
The goal of the Client is to be live by October 1, 2016.

- Project kickoff - by 7/1
- Requirements - by 7/31
- Electronic payments: Profile/Web, Counter, Call Center, and Mobile App for user acceptance testing and approval by 9/1 (includes SunGard integration)
- Bill Print – bills for QA by 9/15
- Lockbox implementation by 9/15
- July 1 - formal kick off with client to outline project and introduce people involved on both sides
    - Mid July Boynton beach presented with bill design options, and test files from SunGard requested
    - By end of July OneSource and Bill2Pay have specked out all interfaces needed including return paths etc.
    - By August 1st bill design locked in, and materials agreed upon and ordered
    - Coding done in August
    - Sept 1, testing begins
    - Bills generated for QA Sept. 15th
- IVR payments: by 9/15
- Bill Presentment & Statement notifications by 9/15 (includes integration with print vendor)
- PayNearMe - we recommend that we implement PNM after go live date TBD with both parties during implementation
- Joint go/no-go decision – 9/20
- Production readiness for all payments and bills by 9/23

Project Approach and Work Phases

- Key stakeholders will be identified
- Key stakeholder responsibilities will be clearly delineated
- Bill2Pay will identify information needs and set timelines/deadlines to ensure project is not delayed
- Bill2Pay will hold Sungard to schedule for implementation
- Bill 2Pay will request City assistance at the earliest point in ensure Sungard performance to meet October 1 goal.
- Bill2Pay will perform rigorous testing and validation of all processes and involve the City and Sungard to
- ensure on time implementation.

Major Milestones and Deliverables

Milestones and deliverables include:

- Committee identification
- Project work plan
- Bill presentment design
- Finalized administrative rules for database access – information in and out
- Draft solution acceptance criteria for database, online and IVR
- Final solution acceptance criteria for database, online and IVR
- Design, application architecture, data model and operations and support process
- Testing approach and approved implementation approach
- Work phases for configuration and testing
- Implementation plan
- Validation testing
- Training approach and schedule
- Acceptance plan
- Deployment plan
- On-going training, help desk, programming, production performance
- Future implementation of PayNearMe and possible Kiosk solution

Project Communication Plan

Methods of communication:

- e-mail
- conference call
- individual call
- on-site

Weekly communications

- status of project
- road blocks
- solutions
- next steps

Exhibit B – Pricing

I. Print, Bill Presentment

Customer Bill Presentment

Description	Unit	Unit Cost	Estimated Monthly Quantities (AVG 2014)	Total Bid
Residential bill print	Each	$0.12	25,000	$36,000 annually
Commercial bill print	Each	$0.16	5,000	$9,600 annually
Self Seal Postcard print**	Each	$0.12	30,000	$36,000 annually
Letter print - 1 page*	Each	$0.12	35,000	$8,400 annually
Letter print - 2 pages *	Each	$0.16	35,000	$11,200 annually
Insert print - each page*	Each	$0.03	35,000	$2,100 annually
Residential bill presentment	Each	Free	25,000	Free
Commercial bill presentment	Each	Free	5,000	Free
Letter presentment - 1 page*	Each	Free	35,000	Free
Letter presentment - 2 page*s	Each	Free	35,000	Free
Insert Supplied INSERT*	Each	$0.005	35,000	$700 annually
Insert Printed INSERT*	Each	Free	35,000	Free
Self Sealed Postcard**	Each	$0.12	30,000	$36,000 annually
Postage for Sealed Postcard**	Each	$0.26	30,000	$93,600 annually
Postage for Residential Bill	Each	$0.391	25,000	$117,300 annually
Postage for Commercial Bill	Each	$0.391	5,000	$23,460 annually
Postage for Letters - 1 page *	Each	$0.391	35,000	$27,370 annually
Postage for Letters - 2 pages*	Each	$0.391	35,000	$27,370 annually
Bill Image storage	Each	$1,500	1	$1,500 annually
eBill Notification	Each	Free	5,000	Free
Bill Design Consultation and Changes (cost per hour)	Hourly	Free	20	Free
Additional cost for presenting bills and letters in Spanish	Each	Free	2,500	Free

Payment Processing Bill2Pay Lockbox

Retail Lockbox Processing

Description	Unit	Unit Cost	Estimated Quantities	Total Bid Mthly
Exact Payment	Each	.27	11,200	3024.00
Non-Exact Payment	Each	.27	1,400	378.00
Returns/Correspondence	Each	.27	20	5.40
Checks Only	Each	.27	420	113.40
Multiples	Each	.27	960	259.20
Online Image Access	Each	N/C	N/A	N/C
Interactive Exceptions	Each	N/C	N/A	N/C
ICL Check Conversion Fee	Each	N/C	N/A	N/C
Third Party Electronic	Each	.06	3000	180.00
Cash Payment	Each	3.25	1	3.25
Client Bag Delivery	Each	N/C (if electronic delivery)	N/A	N/C
Annual P.O. Box Fee	Each	Pass through	1	Pass through
Data Transmission	Each	N/C	N/A	N/C
Contract Monthly Minimum	Lump Sum	2500.00	1	2500.00
Implementation Fee	Lump Sum	N/C	N/A	N/C

II. Payment Processing Bill2Pay Electronic

All pricing for electronic payments is subject to increase under section 3 of the Agreement.

Other Processing Fees

Description	Unit	Unit Cost	Estimated Quantity	Total Bid
Integration to SunGuard	Lump Sum	N/C	N/A	N/C
IVR Development Cost	Lump Sum	N/C	N/A	N/C
IVR Minute Charges	Each	N/C	N/A	N/C
Other IVR Charges	Lump Sum	N/C	N/A	N/C
Custom Programming Charge	Hourly Rate	N/C	N/A	N/C
Hardware Cost – Card Reader	Each	N/C	N/A	N/C
Maintenance Cost – Card Reader	Each	N/C	N/A	N/C
Monthly File Maintenance	Lump Sum	N/C	N/A	N/C
Chargeback Fee	Each	N/C	N/A	N/C
NSF Fee	Each	N/C	N/A	N/C

Additional Electronic Processing Fees

Payment Method	Utility Payments Residential	Utility Payments Commercial	Utility Deposits	Other Payments
Credit/Debit Card (Conv. Fee)	$1.50 per $100	$1.50 per $100		
ACH eCheck (Absorbed)	$0.10	$0.10		
Pay Near Me (Conv. Fee)	$1.99			

EXHIBIT 2

CONFIDENTIAL AND PROPRIETARY

Schedule 1 - Client Confirmation of Critical Terms of Service on the Cash Transaction Network
MT

Under a Payment Processing Agreement between us and PayNearMe, Inc. (the "Agreement"), PayNearMe will, through us, provide a web-based technology merchant payment processing service and supporting network infrastructure (the "Cash Transaction Network") to enable cash payments to you at participating 7-Eleven, Family Dollar and ACE Cash Express stores and other payment locations to be announced in the future. More information may be found at www.paynearme.com. We have agreed to the following PayNearMe terms of service on your behalf, and the Agreement also requires that all payment recipients and payees ("you") expressly confirm them. You agree:

(i) that PayNearMe and its payment locations are authorized to receive cash payments for you pursuant to the Agreement (i.e., act as agents for the limited purpose of receiving payments).

(ii) that PayNearMe will remit these payments to us or directly to you, as we so instruct PayNearMe, less the PayNearMe and payment location commissions as well as any applicable transaction taxes that PayNearMe or the payment location is obliged to withhold and remit to authorities.

(iii) that we may share such information with PayNearMe as may be necessary in our discretion to enable PayNearMe to perform its services pursuant to the Agreement.

(iv) that receipt of funds by a payment location on your behalf from any person using the Cash Transaction Network ("user") is deemed receipt of funds by you and will satisfy the obligations owed to you in the amount of the applicable payment by the user, even if PayNearMe or we fail to remit such funds to you. (Instead, your recourse is to us, we would look to PayNearMe and so on). The receipt issued by the payment location will identify you as the recipient of the payment and may identify us as well. In this way the user is not at risk of having to pay twice. You agree that you have no (and shall not assert any) claim for payment against any user after receipt of user funds by a payment location and will not otherwise allow or take any action or fail to take any action adverse to user in connection with such payment.

(v) that either we or PayNearMe can elect to suspend the initiation of new payment transactions at our reasonable discretion, until such time as we and PayNearMe agree to resume processing.

(vi) that you will reasonably cooperate with PayNearMe and us in good faith to minimize fraud/theft/abuse/illegality in the use the Cash Transaction Network and during the term of the Agreement and for a reasonable time thereafter, you will promptly respond to reasonable requests in this regard for information concerning payments.

(vii) that PayNearMe is free to encourage Network users making payments to you to also use the Network to make payments to third parties or to avail themselves of any related PayNearMe offerings in the future, subject to a customary to opt outs, PayNearMe's privacy policy and appliable law.

(viii) that you will determine whether any taxes or other charges should be included in the payment made by the user and will remit as required by law.

(ix) that when you integrate PayNearMe as a payment alternative on your website, you will obtain PayNearMe's prior approval of such webflows and that you will not modify any HTML code provided by PayNearMe at its election via the PayNearMe application programming interface for the purpose of constructing the PayNearMe slip with your own site or flow.

(x) that you will comply i) with any applicable provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, undertaking in particular not to commit unfair, deceptive, or abusive acts or practices as prescribed by the Consumer Financial Protection Bureau; ii) with any applicable provisions of the Gramm-Leach-Bliley Act, undertaking in particular to properly safeguard consumer information as described in the Safeguards Rule promulgated by the Federal Trade Commission; and (iii) with any applicable provisions of the Truth in Lending Act and related regulations enforced by the Consumer Financial Protection Bureau in its authority under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

In the event of any inconsistency between this confirmation and the Agreement, then the Agreement provision will govern.

Agreed: City of Boynton Beach _____

_____

_____

(enter name of Client/print name/title of signatory and date -- thank you)

EXHIBIT 3

This **AGREEMENT**, is made and entered into effective this ____ day of May 2016, by and between **OneSource Holdings LLC** herein called **"OneSource"**, located at 900 Asbury Drive, Buffalo Grove IL, 60089 and **Bill2Pay**herein called the **"Client"**, located at at Clearwater, Florida_____. OneSource understands that it is acting as a subcontractor for Client with respect to certain services to be provided by Client to the City of Boynton Beach, Florida under an agreement dated May __, 2016._____.

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

TERM:

This Agreement shall have an initial term of three (3) years, beginning on the first day of live service production. Live service production is scheduled to begin on _____ 2016.

That this Agreement shall optionally renew, subject to Client's acceptance, for five additional terms of one (1) year at the expiration of either the initial term or subsequent renewals.

The Client reserves the right to terminate this agreement at any time without further obligation by Client giving one hundred and eighty (180) days written notice to OneSource.

DESCRIPTION OF ONESOURCE SERVICES:

Under this agreement, OneSource will produce and distribute the mail generated as a result of Client's agreement with the City of Boynton Beach, Florida, which services are more particularly described as follows:

- Processing of data for proper statement formatting, printing, inserting and delivery distribution requirements.
- CASS (Coding Accuracy Support System) Certification of all requested mailing names.
- Specific related job program development, maintenance and backup to support print and mail application.
- High-speed simplex and duplex laser printing and "full color" printing.
- Forms design, development and support.
- Billing of all materials and services.
- Image files for viewing of printed documents.

Scope: OneSource will provide a turnkey solution for print and mail services required by Client as it relates to their bill processing pursuant to Client's agreement with the City of Boynton Beach, Florida._____.

Description of Application Approximate Volume Frequency/Cycle Transmission Dates

1)INSERT
2)
3)

Service Level Agreement

Mail Services SLA

Data is to be prepared for OneSource in the agreed format and transmitted to the designated OneSource Output Center no later than 10:00 AM. ET/9:00 a.m. CT, on each of the cycle processing dates. If the data is erroneous or is not prepared in the agreed format, a fee equal to the data processing charge may be assessed on the part of OneSource.

Services are to be completed and delivered into the U.S. Postal Distribution System no later than the next business day from successful receipt of data (this excludes delays associated with: Acts of God, processing errors not the fault of OneSource, transmission errors.)

Details of OneSource pricing categories

INITIAL PROGRAMMING

Initial programming setup — N/C per hour
Communication setup — N/C one time
Materials setup fees

Custom #10 Envelope — $300.00

Custom #9 Envelope — $300.00

MATERIAL EXPENSES:

Paper Stock:
20# 8.5x11 white — standard included Other standard included

Envelopes:
#10 Outgoing envelope (one or two color) standard included
#9 Business return envelope (one or two color) standard included

All material and supply prices are subject to change at any time due to increased material expenses that may be passed on to OneSource. Prices for these supplies and documentation of the increase will be presented to Client for review and approval and approval will not be unreasonably withheld. Upon Agreement expiration or cancellation, any materials that have been purchased or acquired and have not been used in the normal course of

PRODUCTION EXPENSES FOR STATEMENTS

Duplex Document Processing – First Page
$0.0000 each
Processing
Full Color printing
Insertion

Duplex additional pages
$0.0000 each
Processing
Full Color Printing

Insertion

DocView image files
per image $0.009

Intelligent Mail Bar Code Integration
$0.0025 each

Postage Sortation:

Qualifying mail
$0.0025

Non-Qualifying mail
$0.0025

OTHER PROCESSING EXPENSES:

Provide Data on CD-R Media		$150 per event
Electronic Householding	$0.01	per image processed
(Integration of late notices, letters, etc. within invoices)		
Programming, Forms, Letters & Queries		
Standard		$150.00 per hour (1 hour min)
New Forms Creation (after initial client setup)		$300.00 per form
(Excluding Additional Programming to Implement)		
Digitized Logo's & Signatures Electronically provided		$150 per item
(Furnished in ComTec Format)		
Digitized Logo's Creation & Signature Scanning		$350.00 per item
Storage of Historical Bills		$0.005 per image
Report packages		$25 per report

FINISHING EXPENSES:

Shrink Wrapping or Special Packaging	$2.00 per package
Special Cutting, Trimming or Drilling	$50.00 per 1000
Off-line Folding	$50.00 per 1000
Handwork & Manual Insertion	$30.00 per hour (1 hour min)
Disposal of Client Stocked Materials	$2.00 per M
Freight, Courier & Air Delivery	Cost Plus 25%

PREPAID EXPENSES:

All pre-paid expenses are to be provided via check or wire transfer in advance from Client. OneSource reserves the right to hold any and all mail if proper advance payment is not made. Client's advance payment should reflect enough postage monies to cover 45 days estimated postage expense at all times.

Estimated pre-paid expense payment at this time is _____. This prepayment must be received at OneSource's office no later than ten days before production begins.

In the event that the US Post Office increases postage fee's or an additional expense is incurred by OneSource additional expense may be passed on to the Client on an at cost basis.

ADDITIONAL AGREEMENT TERMS AND CONDITIONS:

1. Client agrees that during the term of this agreement Client expects the mailing volumes from the City of Boynton Beach will beof approximately INSERT on a monthly basis..

2. All material prices are subject to change due to material expenses that may be passed on to OneSource by the manufacturers. Prices for these materials and original documentation of the increase will be presented to client for review and approval; such approval will not be unreasonably withheld.

3. Invoices will be rendered weekly. Payments for all services provided by OneSource due net 30 days from the billing date. Invoices not paid by 60 days (60) days shall be charged a rate of interest of one (1%) per month. Please note our payment address as follows: OneSource, 900 Asbury Drive, Buffalo Grove, IL 60089.

4. All applicable taxes, fees, levies imposts, duties, withholding or other charges, exclusive of those relating to OneSource's net income, (including any interest and penalty thereon) arising from the provision of the Services herein are to be paid by the Client. Client will indemnify and hold harmless from and against any liability for such taxes, fees, levies, imposts, duties, withholding or other charges, exclusive of those relating to OneSource's net income, (including any interest and penalty thereon) arising from the provision of the Services described herein.

5. The Client agrees that should termination of this agreement be requested by Client other than for cause or due to a termination at any time without further obligation by Client giving one hundred and eighty (180) days written notice to OneSource, then a cancellation penalty of 3 months of the projected monthly billing fees based on the average of the previous three months less postage on the balance of the agreement shall be levied. In addition, any unused materials purchased on behalf of Client will be billed to Client.

6.

7. All computer software developed and/or utilized by OneSource in conjunction with OneSource's service, whether or not Client has been charged for such software, and all updates, modifications, enhancements and derivative works of such software and all copies thereof shall be and remain owned by and the sole property of OneSource; provided however, that software provided to OneSource by Client and developed for Client by a third party, where title to such software vests in Client or is licensed to Client shall remain the property of Client.

8. Neither party shall be held responsible for any delay or failure in performance for causes beyond its reasonable control, including without limitation, acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations imposed after the fact, fire, power failure, earthquakes or other disasters natural or otherwise.

9. OneSource will treat as confidential all Client and City of Boynton Beach information and will make the same effort to safeguard such information as it does in protecting its own proprietary data. Client and City of Boynton Beach data stored at OneSource shall remain the exclusive property of Client and City of Boynton Beach. OneSource will not reproduce, copy, duplicate, disclose, or in anyway treat the information supplied by Client and City of Boynton Beach in any manner except as provided for in this Agreement. Upon termination of this Agreement and payment to OneSource for services rendered and goods provided to OneSource through the date of termination, OneSource will deliver to Client all Client- and City of Boynton Beach owned forms, materials, media, microfilm/microfiche and printed materials which were produced pursuant to this Agreement and which are then in the possession of OneSource.

10. Liability on the part of OneSource for loss, destruction or damage by breakage, leakage, theft or accidental causes shall be limited to replacement with equivalent media and reprocessing of any microfilm/microfiche or printed materials lost or destroyed, at no additional charge to Client. Client is responsible for maintaining proper backup of source material sent to OneSource until OneSource has returned the original media. OneSource shall have no liability for damages resulting or claimed to have resulted from erroneous or incomplete completion, processing or transmission of information or data. In no event shall OneSource be liable to Client for indirect, incidental, special, or consequential damages (including without limitation, liability of Client to third parties, except for the City of Boynton Beach), arising out of this agreement. In no event shall OneSource's liability exceed an amount equal to two times the average monthly amount which has been paid to OneSource for processing and providing applicable services thereunder for the immediately proceeding eight (8) months or, with respect to goods and supplies, the price paid to OneSource for the particular good and/or supplies involved.

11. EXPRESS DISCLAIMER OF WARRANTIES, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN SET FORTH, NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE MADE BY ONESOURCE FOR ANY SERVICES PERFORMED OR PRODUCTS PROVIDED HEREUNDER.

12. All notices given HEREUNDER shall be in writing and shall be sent by certified mail prepaid to the parties at the addresses set forth on this document hereof, or to such other addresses of which either party may give by written notice. Notice shall be effective upon receipt.

13. All costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in order to remedy any breach of this contract shall be borne by the losing party.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto and shall be enforceable as though such invalid or unenforceable provision were not contained herein.

15. The parties agree that, any disputes under this agreement are to be resolved by the courts of the Boynton Beach. Florida.

16. This constitutes the entire agreement between the parties; any verbal representations not contained in this agreement are null and void. Any and all changes to this Agreement must be in writing.

Bill2Pay, LLC

By: _____

Print Name: Iris Kraft

Title: CO- President, COO

Date: 7/18/2016

OneSource

By: _____
Tim Carlson
President

Date: 7-21-2016

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-195- Approve the Second Amendment to Task Order No. UT-1A-02 with Carollo Engineers, Inc. for Wells 4-5 and 7-8 Electrical and Standby Power Improvements, to Provide Additional Engineering and Construction Support Services in the Not-to-Exceed Amount of $38,211.00, Increasing the Total Task Order Amount to $436,043.00.

Requested Action: Staff recommends approval of Resolution No. R26-195.

Explanation of Request:

On August 20, 2019, the City Commission approved Task Order UT-1A-02 with Carollo Engineers, Inc. for design, permitting, and construction-phase services for electrical and standby power improvements at wells 4, 5, 7, and 8 (the "Project"). On November 19, 2024, via Resolution No. R24-292, the Commission approved a First Amendment increasing the Task Order to $397,832.00.

The Project's construction schedule has been extended multiple times due to unforeseen conditions, including an underground feeder cost, roof tile replacement, control panel shipment delays, and startup/commissioning and well rehabilitation work. Thus, pushing the anticipated substantial completion date to August 30, 2026 and final completion to October 2, 2026. As a result, the budget for construction support and project management services has been fully expended, while monthly tasks (progress meetings, site visits, construction observation, reporting) and remaining closeout activities must continue through Project completion.

This Second Amendment authorizes additional Construction Support Services (Task 7) and Project Management services (Task 9) needed to carry the Project through substantial and final completion, at a not-to-exceed fee of $38,211.00, increasing the total Task Order amount from $397,832.00 to $436,043.00. Fees are based on the hourly rates in the Original Agreement, which Carollo has agreed to continue honoring notwithstanding its new General Engineering Consulting Services agreement (RFQ No. CW24-001).

How will this affect city programs or services? This Amendment ensures continuity of engineering oversight and project management for the wells 4-5 and 7-8 electrical and

standby power improvements through completion, supporting continued reliable operation of the City's western wellfield. No new programs or services are created; the funding sustains existing consultant support (construction observation, submittal review, commissioning oversight, and closeout coordination) needed to bring the Project to substantial and final completion without disruption to utility operations.

Budgeted Item: Yes

Account Line Item and Description: Account #403-5000-533.65-02 Project #WT2104

Fiscal Impact: $38,211.00

Attachments:
R26-195 Agenda_Item_5078-2026_-_Resolution_R26-XXX_-_Amendment_No_2_-_UT-1A-02_-_Carollo_Engineers.docx
Exhibit A to Resolution - Amendment No 2 - UT-1A-02 - Carollo Engineers - Final.pdf
R18-103 approving RFQ No. 046-2821-17TP General Consult agmts.pdf
R23-060 approving Amendment to General Consult agmts.pdf
Agenda 08-20-19 approving task order.pdf
R24-292 for Task Order Amd #1.pdf
Fully Executed Agreement - Carollo.pdf

RESOLUTION NO. R26-195

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 2 TO TASK ORDER UT-1A-02 WITH CAROLLO ENGINEERS, INC. IN THE AMOUNT OF $38,211.00 FOR A NEW TOTAL TASK ORDER AMOUNT OF $436,043.00 FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED FOR THE DESIGN, PROJECT MANAGEMENT, AND CONSTRUCTION SUPPORT SERVICES DURING CONSTRUCTION TO IMPLEMENT ELECTRICAL AND STANDBY POWER IMPROVEMENTS TO WESTERN WELLFIELD, WELLS #4, #5, #7, AND #8; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 22, 2018, the City and Carollo Engineers, Inc. ("Consultant") entered into an Agreement for General Consulting Services resulting from RFQ No. 046-2821-17/TP, approved by Resolution No. R18-103 (the "Original Agreement"), which authorized the City to issue task orders for projects on an as-needed basis; and

WHEREAS, on August 20, 2019, the City Commission approved Task Order UT-1A-02, as modified by a change order dated on or about June 14, 2023, for design, permitting, and services during construction to implement electrical and standby power improvements to western wellfield, wells 4, 5, 7, and 8 (the "Project"); and

WHEREAS, on November 19, 2024, the City Commission, by Resolution No. R24-292, approved Amendment No. 1 to the Task Order in the amount of $240,827.00, for a total Task Order amount of $397,832.00 (collectively the "Task Order"); and

WHEREAS, the Parties desire to execute a Second Amendment to the Task Order so the Consultant can provide additional engineering and construction services necessary to complete the Project; and

WHEREAS, the Consultant participated in the procurement process, was awarded, and entered into a new Agreement for General Engineering Consulting Services (RFQ No. CW24-001), approved by Resolution No. R24-291, thereby complying with the CCNA's procurement requirements; however, the Consultant has agreed to honor the pricing and terms of the Original Agreement for the scope of work related to the Project; 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 Amendment No. 2 to Task Order UT-1A-02 with Carollo Engineers, Inc. in the amount of $38,211.00 for a new total Task Order amount

of $436,043.00 for professional engineering services required for the design, project management, and construction support services during construction to implement electrical and standby power improvements to western wellfield, wells #4, #5, #7, and #8.

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 Second Amendment to Task Order No. UT-1A-02 between Carollo Engineers, Inc. and the City for Wells 4-5 and 7-8 Electrical and Standby Power Improvements in the amount of $38,211.00 (the "Task Order 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 Task Order Amendment. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Task Order Amendment as a public record of the City. A copy of the fully executed Task Order Amendment shall be provided to Sharon Brown to forward to the Consultant.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R26-195

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

SECOND AMENDMENT TO TASK ORDER NO. UT-1A-02 WITH CAROLLO ENGINEERS, INC. FOR WELLS 4-5 AND 7-8 ELECTRICAL AND STANDBY POWER IMPROVEMENTS

This Second Amendment ("Second Amendment") to Task Order No. UT-1A-02 is 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 Avenue, Boynton Beach, FL 33435 ("City"), and Carollo Engineers, Inc., a Delaware corporation authorized to do business in the State of Florida, with its principal place of business at 2795 Mitchell Drive, Walnut Creek, CA 94598 ("Consultant") (each a "Party," and collectively referred to as the "Parties").

RECITALS

A. On August 22, 2018, the City and Consultant entered into an Agreement for General Consulting Services (the "Original Agreement"), which authorized the City to issue task orders for projects on an as-needed basis.

B. On August 20, 2019, the City Commission approved Task Order UT-1A-02, as modified by a change order dated on or about June 14, 2023, for design, permitting, and services during construction to implement electrical and standby power improvements to western wellfield, wells 4, 5, 7, and 8 (the "Project").

C. On November 19, 2024, the City Commission approved, by Resolution No. R24-292, the First Amendment to Task Order UT-1A-02, which the Parties executed on or about November 21, 2024, in the amount of $240,827.00, increasing the total Task Order amount to $397,832.00 (the Task Order, as so modified and amended, collectively the "Task Order").

D. The Consultant participated in the procurement process, was awarded, and entered into a new Agreement for General Engineering Consulting Services (RFQ No. CW24-001), approved by Resolution No. R24-291 and executed on November 19, 2024 (the "Current Agreement"), thereby complying with the CCNA's procurement requirements; however, the Consultant has agreed to honor the pricing and terms of the Original Agreement for the scope of work related to the Project.

E. The Parties desire to execute a Second Amendment to the Task Order so the Consultant can provide additional engineering and construction services necessary to complete the Project.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Original Agreement.

2. Except as modified herein, all remaining terms and conditions of the Original Agreement shall remain in full force and effect.

3. Additional Services. The Scope of Services of the Task Order is hereby amended to provide additional engineering and construction services necessary to complete the Project, as further detailed in **Exhibit A**, attached hereto.

4. Fee. The fee for the additional services described above in Section 3 shall be Thirty-Eight Thousand Two Hundred Eleven Dollars ($38,211.00) with the fee breakdown per task described in **Exhibit B**, attached hereto. The total Fee to be paid to Consultant under this Task Order is amended to Four Hundred Thirty-Six Thousand Forty-Three Dollars ($436,043.00). The fees are based on the hourly rates established in the Original Agreement, which the Consultant has agreed to honor for the Project notwithstanding the Current Agreement.

5. Schedule. Consultant shall provide the Additional Services in accordance with the Project construction schedule established by Contractor, with an anticipated substantial completion date of August 30, 2026, and an anticipated final completion date of October 2, 2026 (the "Expected Completion Date"). Notwithstanding the Expected Completion Date, Consultant's obligation to provide all Services shall continue until Final Project Completion, regardless of any extensions or delays to the Project schedule beyond the Expected Completion Date.

6. Agreement Reference. This Second Amendment shall be performed under the terms and conditions described within the Original Agreement.

7. Continuation of Task Order Services beyond Expiration of Original Agreement. The Parties acknowledge that the Original Agreement expired; however, the Task Order work remains incomplete. Accordingly, the Parties agree that the work is permitted to continue beyond the term of the Original Agreement. Consultant shall complete the Task Order without regard to whether such completion would cause services to be performed after the expiration date of the Original Agreement. The Task Order may be amended after the Original Agreement expiration date, provided that any additional services, time, and compensation are permitted under the Original Agreement. The terms and conditions of the Original Agreement shall continue to govern this Task Order, notwithstanding the expiration of this agreement.

8. In the event of any conflict or ambiguity between this Second Amendment, the First Amendment, the Task Order, and the Original Agreement, the Parties agree that this Second Amendment shall control. The Original Agreement, and Task Order, as amended herein by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Original Agreement, and Task Order, as amended in this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Consultant acknowledges that through the date this Second Amendment is executed by Consultant, Consultant has no claims or disputes against City with respect to any of the matters covered by the Original Agreement.

11. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

12. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

13. E-Verify. Pursuant to Section 448.095, Florida Statutes, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, and shall require each subconsultant performing work under this Task Order to register with and use the E-Verify system. Consultant shall obtain from each subconsultant an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of such affidavit for the duration of the Task Order.

14. Scrutinized Companies. In accordance with Section 287.135, Florida Statutes, Consultant certifies that it is not participating in a boycott of Israel and is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The City may terminate this Task Order if Consultant is found to have submitted a false certification or is placed on any such list during the term of the Task Order.

15. Public Entity Crimes. As provided in Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a consultant under a contract with a public entity. Consultant represents that neither it nor any of its affiliates is currently on the convicted vendor list.

16. Inspector General. Consultant acknowledges that the Palm Beach County Office of Inspector General has authority under the Palm Beach County Code to review the City's contracts and the performance thereof, and Consultant agrees to cooperate fully with any such review, audit, or investigation.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment by their duly authorized representatives.

CITY OF BOYNTON BEACH

_____
Rebecca Shelton, Mayor
Date: _____

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Tammy Stanzione, City Clerk

CAROLLO ENGINEERS, INC.

_____
Name: Elizabeth Fujikawa, PE, LEED AP
Title: Vice President
Date: 9/28/26

_____
Name: Diego Barrios, PE
Title: Associate Vice President
Date: 9/28/26

EXHIBIT A
SCOPE OF WORK

Consultant shall provide the following Additional Services necessary to complete the Project through final completion.

BACKGROUND

The original substantial completion date for the Project was scheduled for October 9, 2024, with a final completion date of November 18, 2024. Through a series of time extensions, the substantial completion date was updated to August 30, 2026, with a final completion date of October 2, 2026. Through these delays, the project management and construction support services budget has been expended. Monthly tasks including progress meetings, site visits, construction observation, and project management incurred additional costs through the additional duration of construction. These monthly tasks will continue through the end of the Project, along with the closeout procedures still remaining. In order to complete the remaining work, additional budget is needed.

The following table summarizes the Work Change Directives requested on behalf of the Contractor, which resulted from unforeseen conditions:

Work Change Directive	Reason	Cost Impact	Schedule Impact
01	7W to 8W Underground Feeder Costs	$51,797.13	30 Days
02	7W-8W Roof Tile Replacement	$22,004.64	45 Days
03	Control Panel Shipment Delay	None	45 Days
04	Coordination, Startup Testing, Commissioning, and Performance Testing	None	56 Days
05	Rehabilitate and Prepare Wells to Return to Service	None	244 Days
06	Coordination, Startup Testing, Commissioning, and Performance Testing of 4W and 5W, Final Closeout of Project	None	60 Days

TASK 7: CONSTRUCTION SUPPORT SERVICES

To accommodate the additional construction duration, the Consultant will provide engineering services to support the City during the construction phase of the Project. It is assumed that the City will continue to provide daily oversight and inspection of the construction and be the day-to-day contact for the Contractor. The Consultant will provide the following additional engineering services during construction through final completion of the Project:

- Attend virtual bi-weekly construction progress meetings (assumed to be run and documented by Consultant).
- Track, review and respond to additional shop drawings and submittals. Assume 5 submittals/resubmittals.

- Site Visits – Conduct periodic site visits to visually confirm progress and that the construction is in accordance with the design documents as follows. Conduct inspection of the site/civil improvements, landscaping modifications, generator and ATS installation, electrical equipment installation, and control systems installations and modifications. Assume one monthly site visit for a duration of 2 months.
- Substantial Completion: Provide the following services as part of substantial completion:
    - Complete one substantial completion walkthrough by civil, mechanical and electrical/instrumentation EORs or their designee.
    - Prepare punch-list.
- Complete one final completion walkthrough by civil, mechanical, and electrical/instrumentation EORs or their designee to confirm punch-list items have been taken care of and close out project.
- Permit close-out coordination.
- Review As-Built drawings submitted by Contractor and provide comments to Contractor. Contractor to prepare Record Drawings.
- System Commissioning services: Owner will witness field check-out and oversee Contractor during start-up and commissioning including vendor check-out.
- Consultant will review start-up and commissioning documentation submitted by Contractor and perform final inspection and checkout of system controls and operations prior to substantial completion and acceptance.
- Consultant shall review loop checkout forms and end-to-end testing forms are completed prior to scheduling Performance Acceptance Test (PAT).
- Consultant shall attend PAT (1 day) and verify test procedures are followed by Contractor to Owner's satisfaction.

Task 7 Deliverables

- Shop Drawing/Submittal Review Responses.
- Substantial Completion Punch List.
- Contractor As-built Review Comments.

TASK 9: PROJECT MANAGEMENT

To accommodate the extended duration of the construction schedule, the Consultant, through its project manager, will provide additional overall project management and communication between its staff and the City. The Consultant's budget, project tasks, and schedule will all be tracked and managed by the project manager.

- Meetings During Construction: Consultant will host virtual bi-weekly progress meetings, prepare the agenda and draft and final meeting minutes.

- Substantial Completion: Consultant will participate in one substantial completion walk-through. This meeting is expected to be in-person.
- Final Completion: Consultant will participate in one final completion walk-through. This meeting is expected to be in-person.
- Preparation of monthly progress reports.

Task 9 Deliverables

- Draft and final meeting minutes (PDF).
- Substantial Completion Punch List (PDF and Word).
- Monthly progress reports (PDF).

EXHIBIT B
FEES

The total fee for the Additional Services authorized by this Second Amendment is $38,211.00. The total compensation shown in the table below is based on the hourly rates established in the Original Agreement, which the Consultant has agreed to honor for the Project. A detailed fee breakdown is attached.

Fee Summary

Task	Description	Original Budget Including CO#1 and CO#2	Revised Budget	Net Increase/ (Decrease)	Billing Method
1	Define New Generator and Electrical Room at Well 5	$5,066.00	$5,066.00	-	-
2	Develop Tech Memo	$10,891.00	$10,891.00	-	-
3	Detailed Design at Well 4-5 and 7-8	$66,628.00	$66,628.00	-	-
4	Develop Bid Package	$3,002.00	$3,002.00	-	-
5&6	Permitting Assistance and Advertisement	$15,579.00	$15,579.00	-	-
7	Construction Services	$266,092.00	$296,767.00	$30,675.00	Hourly Not-to-Exceed
8	Closeout	$6,105.00	$6,105.00	-	-
9	Project Management	$24,469.00	$32,005.00	$7,536.00	Hourly Not-to-Exceed
	Total	**$397,832.00**	**$436,043.00**	**$38,211.00**	**-**

The City shall make payments to Carollo for services performed for this task order in accordance with Article 4 of the Agreement, and in accordance with the following requirements:

- Charges will be invoiced on a monthly basis as a percent complete or hourly rate based on the billing method.
- Mileage will be charged at the current IRS Reimbursement Rate.

A detailed labor-hour breakdown of the Additional Services is provided on the following page.

EXHIBIT B (CONTINUED) — DETAILED FEE BREAKDOWN (CHANGE ORDER NO. 3)

Wells 4-5, 7-8 Power Improvements Fee Estimate — Change Order No. 3	Project Manager	Construction Manager	Principal I&C Engineer	Principal Electrical Engineer	Designer/ CADD	Clerical/ Admin	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total Cost
Billing Rate	***$279***	***$279***	***$257***	***$257***	***$140***	***$105***				
Task 7: Construction Services	**0**	**64**	**20**	**12**	**16**	**6**	**118**	**$28,950.00**	**$1,725.00**	**$30,675.00**
Contractor pay application	-	6	-	-	-	-	6	$1,674.00	-	$1,674.00
Monthly Reports	-	8	-	-	-	-	8	$2,232.00	-	$2,232.00
I&C O&M submittal review	-	2	12	-	-	-	14	$3,642.00	-	$3,642.00
I&C record drawings	-	2	6	-	16	6	30	$4,970.00	-	$4,970.00
Final testing document review	-	6	2	12	-	-	20	$5,272.00	-	$5,272.00
Monthly Site Visits	-	10	-	-	-	-	10	$2,790.00	-	$2,790.00
Final Completion	-	20	-	-	-	-	20	$5,580.00	$1,725.00	$7,305.00
Permitting close-out coordination	-	10	-	-	-	-	10	$2,790.00	-	$2,790.00
Task 9: Project Management	**4**	**20**	**0**	**0**	**0**	**8**	**32**	**$7,536.00**	**-**	**$7,536.00**
Project Coordination	4	12	-	-	-	8	24	$5,304.00	-	$5,304.00
Meeting Attendance	-	8	-	-	-	-	8	$2,232.00	-	$2,232.00
TOTAL	**4**	**84**	**20**	**12**	**16**	**14**	**150**	**$36,486.00**	**$1,725.00**	**$38,211.00**

RESOLUTION NO. R18-103

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN INDIVIDUAL AGREEMENTS AS A RESULT OF RFQ NO. 046-2821-17/TP FOR GENERAL CONSULTING SERVICES FOR FIVE (5) SCOPE CATEGORIES TO BE EXECUTED BASED ON INDIVIDUAL TASK ORDERS IN COMPLIANCE WITH THE PURCHASING POLICIES AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 6, 2018, the City Commission approved the list of top ranked proposers identified by the Evaluation Committees from responses received from RFQ No. 046-2821-17/TP for General Consulting Services; and

WHEREAS, the City Commission of the City of Boynton Beach, upon recommendation of staff, hereby deems it to be in the best interests of the citizens and residents of the City of Boynton Beach, to approve and authorize the City Manager to sign individual as a result of RFQ No. 046-2821-17/TP for General Consulting Services for five (5) scope categories to be executed based on individual task orders in compliance with the purchasing policies and procedures.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve the following firms as being qualified to provide General Consulting Services and does authorize the City Manager to sign the individual contracts:

SCOPE CATEGORY A Water Plant Modifications, Capacity and Operation Evaluation
Carollo Engineers,Inc.
CH2MHill Engineers, Inc.
Globaltech, Inc.
SCOPE CATEGORY B **Infrastructure Improvements and Evaluations**
Carollo Engineers,Inc.
Arcadis U.S., Inc.
AECOM Technical Services, Inc.
CDM Smith, Inc.
SCOPE CATEGORY C **Ancillary Studies and Services**
Carollo Engineers,Inc.
CDM Smith, Inc.
Globaltech, Inc..
SCOPE CATEGORY D **Transportation Services**
Kimley-Horn and Associates, Inc.
Calvin, Giordano & Assoc., Inc.
Mathews Consulting
SCOPE CATEGORY E **Architectural and Landscape Design Services**
Gentile Glas Holloway O'Mahoney & Assoc., Inc.
Alexis Knight Architects, Inc.
West Architecture + Design, LLC

Section 3. This Resolution shall become effective immediately upon passage.

{Remainder of page intentionally left blank}

PASSED AND ADOPTED this 7th day of August, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Christina L. Romelus	✓	
Commissioner – Mack McCray	✓	
Commissioner – Justin Katz	✓	
Commissioner – Joe Casello	✓	
VOTE	5-0	

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

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GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and ARCADIS U.S., INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
☒	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of

[1] The term "Agreement" has the same meaning as the term "contract".

its Sub-consultants' work.

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means,

methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These

Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;
- ❖ Field observation and verification of quantities of equipment and

materials installed;

- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's

other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

Arcadis U.S., Inc.
Attn: Leah Torres, P.E.
1500 Gateway Blvd.
Suite 200
Boynton Beach, FL 33435

Copy to:
Arcadis U.S, Inc.
Attn: Legal Department
630 Plaza Drive, Suite 100
Highlands Ranch, CO 80129

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to

sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 15th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerriere
City Manager

CONSULTANT

Attest/Authenticated:

City Clerk
Title

Judith A. Fyle
City Clerk

ARCADIS U.S., Inc. CORPORATE SEAL 1997 DELAWARE
(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Arcadis U.S., Inc.

DATE: March 19, 2018

Personnel Classifications	Hourly Rate
Company Officer[1]	$295.00
Contract Manager	$240.00
Project Manager	$200.00
Principal Engineer[2,3]	$220.00
Senior Engineer[2,3]	$195.00
Project Engineer 6[2,3]	$185.00
Project Engineer 5[2,3]	$165.00
Project Engineer 4[2,3]	$155.00
Project Engineer 3[2,3]	$140.00
Project Engineer 2[2,3]	$115.00
Project Engineer 1[2,3]	$95.00
Engineering Technician[2,3]	$85.00
CADD / Design Staff	
Senior Designer	$145.00
Designer	$110.00
CADD / Technician	$80.00
Support Staff	
Clerical / Administrative 3	$110.00
Clerical / Administrative 2	$85.00
Clerical / Administrative 1	$75.00
Specialized Technical Staff	
Principal Technical Expert[4]	$280.00
Senior Technical Expert[4]	$260.00
Technical Expert[4]	$200.00
Public Involvement Project Manager[5]	$150.00
Public Involvement Specialist[5]	$112.50

[1] Involved only when Corporate Authority is required
[2] Includes all engineering disciplines (e.g. Civil, Structural, Mechanical, Electrical, etc.)
[3] Includes other technical staff (e.g. Architects, Planners, Management Consultants, etc.)
[4] Subject matter experts who provide support as may be requested / needed
[5] The Merchant Strategies, Inc.

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and BAXTER & WOODMAN, INC. DBA MATHEWS CONSULTING, A BAXTER & WOODMAN COMPANY, hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
☒	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations;

assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to

previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining

proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to

the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the

Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and

other submittals;

- ❖ Maintenance and preparation of progress reports;
- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans

and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the

RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

Baxter & Woodman, Inc. dba Mathews Consulting, a Baxter & Woodman Company
Attn: Rebecca Travis, Vice President
477 S. Rosemary Avenue
Suite 330
West Palm Beach, FL 33401

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to

sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 20th day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

MATHEWS CONSULTING,
A BAXTER & WOODMAN COMPANY

CONSULTANT

Attest/Authenticated:

~~Vice President~~ City Clerk
Title

City Clerk

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Secretary

EXHIBIT "A"

SCOPE D - FEE SCHEDULE

FIRM: Baxter & Woodman, dba Mathews Consulting

DATE: 3/27/18

Personnel Classifications	Hourly Rate
Principal	$170.00
Project Manager	$165.00
Senior Transportation Engineer	$155.00
Senior Transportation Planner	$170.00
Senior Surveyor/Mapper	$150.00
Engineer	$112.00
Urban Designer	---
Transportation Planner	---
Engineering Technician	$110.00
Inspector (transportation)	$90.00
GIS Specialist	$135.00
CADD/Technician	$92.00
Transportation Planning Technician	---
Clerical/Administrative	$70.00

Reimbursable Expenses:

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

Traffic Counter $50/day

Miovision Traffic System $600 per diem plus $24/hr processing

Subconsultant costs will be reimbursed at their invoice costs plus 10% markup

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

MATHEWS CONSULTING
a BAXTER & WOODMAN company

August 13, 2018

Ms. Ilyse Triestman
Purchasing Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435-0310
Telephone 561-742-6322

Subject: ***RFQ No. 046-2821-17/TP***
Resolution No. R18-103
General Engineering Services Agreement
Category Scope D – Transportation

Dear Ilyse,

Please find enclosed one (1) original signed copy of the above referenced Agreement for General Consulting Services, Scope Category D – Transportation Services and a copy of our Certificate of Insurance. If you have any questions, please contact me.

Sincerely,

MATHEWS CONSULTING,
A Baxter and Woodman Company

Rebecca Travis, P.E.
Vice President /Region Manager
West Palm Beach

Enclosures
MC File BOYBC/170878.00/BOYBC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	PHONE (A/C, No, Ext): (847) 412-1414	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Ins Co	20508
INSURED Mathews Consulting, a Baxter & Woodman Inc. Company 477 S. Rosemary Ave., #330 West Palm Beach FL 33401	INSURER B: Continental Insurance Co	
	INSURER C: Continental Casualty Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL17122151309 **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 primary/non contributory X subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6045872351	1/1/2018	1/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			6045872348	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			6045872365	1/1/2018	1/1/2019	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6045872379	1/1/2018	1/1/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professionl Liability			AEH591900841	1/1/2018	1/1/2019	Per claim Aggregate	$5,000,000 $5,000,000

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

Re: City of Boynton Beach, RFQ No. 046-2821-17/TP. City of Boynton Beach is included as additional insured per blanket endorsement as respect GL, subject to written contract requiring same. Waiver of subrogation applies GL/WC.

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Boynton Beach Blvd.
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

Michael Christian/CID

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GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CALVIN, GIORDANO & ASSOCIATES, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
[X]	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating,

maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project,

electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals

received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety

precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such

observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;
- ❖ Field observation and verification of quantities of equipment and materials installed;

- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and

vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent task

orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to

every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work.

Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the

same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- ❖ The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change

the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

Calvin, Giordano & Associates, Inc.
Attn: Shelley Eichner
560 Village Blvd.
Suite 340
West Palm Beach, FL 33409

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to

sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 20th day of August, 2018.

CITY OF BOYNTON BEACH

Luis LaVarnare
City Manager

CONSULTANT

Attest/Authenticated:

City Clerk
Title

Judith G. Fyfe
City Clerk

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Secretary

EXHIBIT "A"

SCOPE D - FEE SCHEDULE

FIRM: Calvin Giordano & Associates, Inc.

DATE: 07/19/2018 - REVISED PER NEGOTIATION MEETING #1

Personnel Classifications	Hourly Rate
Principal	$215.00
Project Manager	$190.00
Senior Transportation Engineer	$175.00
Senior Transportation Planner	$150.00
Senior Surveyor/Mapper	$165.00
Engineer	$130.00
Urban Designer	$120.00
Transportation Planner	$125.00
Environmental Specialist	$125.00
Engineering Technician	$115.00
Inspector (transportation)	$100.00
GIS Specialist	$125.00
CADD/Technician	$95.00
Transportation Planning Technician	$100.00
Clerical/Administrative	$75.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

ACORD

SAFELLC-01 LNORTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
RBN Insurance Services 303 E Wacker Dr. Suite 650 Chicago, IL 60601	PHONE (A/C, No, Ext): (312) 856-9400	FAX (A/C, No): (312) 856-9425
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Calvin, Giordano & Associates, Inc. 1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316	INSURER A : Hartford Acc. & Indemnity Co.	22357
	INSURER B : Hartford Fire Insurance Co.	19682
	INSURER C : Navigators Insurance Company	42307
	INSURER D : Twin City Fire Insurance Co.	29459
	INSURER E : Great American E&S Ins. Co.	37532
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			83UENZV3951	10/03/2017	10/03/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			83UENZV5555	02/11/2018	02/11/2019	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			CH17EXC885600IV	10/03/2017	10/03/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83WECE0623	05/12/2018	05/12/2019	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	Professional Liab			TER 317-77-89	10/03/2017	10/03/2018	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Boynton Beach is addititonal insured as respects the general liability and auto liability if required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
P.O. Box 310
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

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GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
☒	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating,

maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project,

electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals

received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety

precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such

observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;
- ❖ Field observation and verification of quantities of equipment and materials installed;

- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and

vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY

has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

Kimley-Horn and Associates, Inc.
Attn: Marwan Mufleh
1920 Wekiva Way
Suite 200
West Palm Beach, FL 33411

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to

sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 20th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerriere
City Manager

Attest/Authenticated:

City Clerk
Title

Judith A. Pyle
City Clerk

Approved as to Form:

Office of the City Attorney

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

(Corporate Seal)

Attest/Authenticated:

Asst. Secretary

EXHIBIT "A"

SCOPE D - FEE SCHEDULE

FIRM: Kimley-Horn and Associates, Inc.

DATE: July 3, 2018

Personnel Classifications	Hourly Rate
Principal	$230.00
Project Manager	$198.00
Senior Transportation Engineer	$205.00
Senior Transportation Planner	$176.00
Senior Surveyor/Mapper (by subconsultant)	-
Engineer	$140.00
Urban Designer	$140.00
Transportation Planner	$140.00
Engineering Technician	$119.00
Inspector (transportation)	$120.00
GIS Specialist	$136.00
CADD/Technician	$102.00
Transportation Planning Technician	$112.00
Clerical/Administrative	$80.00
Chief Designer	$159.00

Effective through June 30, 2019.
Subject to annual adjustment.

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability		
Commercial General Liability	General Aggregate	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Products-Comp/Op Agg.	$ 1,000,000.00
Liquor Liability	Personal & Adv. Injury	$ 1,000,000.00
Professional Liability	Each Occurrence	$ 1,000,000.00
Employees & Officers	Fire Damage (any one fire)	$ 50,000.00
Pollution Liability	Med. Expense (any one person)	$ 5,000.00
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
☒	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of

[1] The term "Agreement" has the same meaning as the term "contract".

its Sub-consultants' work.

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency

operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by

changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for

construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the

percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for

Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;

- ❖ Maintenance and preparation of progress reports;
- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans

and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering

professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

Gentile Glas Holloway O'Mahoney & Associates, Inc.
Attn: George G.Gentile
1907 Commerce Lane
Suite 101
Jupiter, FL 33458

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to

sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 20th day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

CONSULTANT

Attest/Authenticated:

City Clerk
Title

Judith A. Fyke
City Clerk

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Secretary

EXHIBIT "A"

SCOPE E - FEE SCHEDULE

PRIME: *Gentile Glas Holloway O'Mahoney & Associates, Inc.*
SUBCONSULTANT: *Stephen Boruff, AIA Architects + Planners, Inc.*

REVISED DATE: July 2, 2018

Personnel Classifications	Hourly Rate
Principal	$166.00
Project Manager	$131.50
Senior Engineer	N/A
Senior Planner	$129.40
Senior Architect	$165.00
Senior Landscape Architect	$122.30
Senior Surveyor/Mapper	N/A
Structural Engineer	N/A
Architect	$125.00
Urban Designer	$129.40
Planner	$76.27
Landscape Architect	$102.96
Inspector (Zoning & Landscape)	$78.90
GIS Specialist	$94.68
Architectural CADD/Technician	$74.00
Planning Technician	$54.26
Clerical/Administrative	$37.13

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability		
Commercial General Liability	General Aggregate	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Products-Comp/Op Agg.	$ 1,000,000.00
Liquor Liability	Personal & Adv. Injury	$ 1,000,000.00
Professional Liability	Each Occurrence	$ 1,000,000.00
Employees & Officers	Fire Damage (any one fire)	$ 50,000.00
Pollution Liability	Med. Expense (any one person)	$ 5,000.00
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CDM SMITH, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
☒	Scope Category B	Infrastructure Improvements and Evaluations
☒	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- Field observation and verification of quantities of equipment and materials installed;
- Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- Preparation, update and distribution of a project budget with each project schedule;
- Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- Development and implementation of a system for the preparation, review, and processing of change orders;
- Maintenance of a daily log of each project;
- Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- Providing renderings or models for the CITY'S use.
- Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- CONSULTANT has refused or failed to supply enough properly skilled personnel;
- CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

Copy to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CDM Smith, Inc.
Attn: Suzanne Mechler, P.E.
621 NE 53rd Street
Suite 265
Boca Raton, FL 33487

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

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

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 20th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerne
City Manager

CONSULTANT

Attest/Authenticated:

City Clerk
Title

Judith G Ryle
City Clerk

CDM SMITH INC. 1970 (Corporate Seal) MASSACHUSETTS

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Paul Milligan
Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: CDM SMITH INC.

DATE: March 19, 2018

Personnel Classifications	Hourly Rate
Principal	$270.00
Project Manager	$250.00
Senior Engineer	$220.00
Process Engineer	$220.00
Sr Electrical Egn.	$230.00
Elec. Egn.	$160.00
Process Control/Inst. Egn.	$210.00
Sr. Mechanical Engineer	$230.00
Mechanical Engineer	$160.00
Engineer	$160.00
Designer	$140.00
GIS Specialist	$180.00
CADD/Technician	$140.00
Public Relations Specialist	$150.00
Construction Inspector	$165.00
Sr. Rate analyst	$240.00
Clerical/Administrative	$120.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier : AE

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER B:	New Hampshire Insurance Company	23841
	INSURER C:	American Home Assurance Co.	19380
	INSURER D:	Illinois National Insurance Co	23817
	INSURER E:	Lloyd's Syndicate No. 2623	AA1128623
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570072564350 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL3629894	01/01/2018	01/01/2019	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 1921822 AOS	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			CA 1921821 MA	01/01/2018	01/01/2019	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014649625 AOS	01/01/2018	01/01/2019	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC014649626 AK,AZ,VA	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
E	Archit&Eng Prof			PSDEF1800033 Professional/Claims Made	01/01/2018	01/01/2019	Each Claim Aggregate	$1,000,000 $1,000,000

Certificate No : 570072564350

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

City of Boynton Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. XCU Coverage is included under the General Liability policy where required by written contract. Contractual Liability is included under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Charles J. Magazine
Risk Manager
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL 33435-0310 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER	
See Certificate Number: 570072564350	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570072564350	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC014649627 CA	01/01/2018	01/01/2019		
D		N/A		WC014649628 FL	01/01/2018	01/01/2019		
B		N/A		WC014649629 IL, KY, NC, NH, UT, VT	01/01/2018	01/01/2019		
B		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2018	01/01/2019		
B		N/A		WC014649631 NJ, PA	01/01/2018	01/01/2019		

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GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and ALEXIS KNIGHT ARCHITECTS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
☒	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of

[1] The term "Agreement" has the same meaning as the term "contract".

its Sub-consultants' work.

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency

operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by

changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place. .

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for

construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the

percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for

Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;

- Maintenance and preparation of progress reports;
- Field observation and verification of quantities of equipment and materials installed;
- Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- Preparation, update and distribution of a project budget with each project schedule;
- Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- Development and implementation of a system for the preparation, review, and processing of change orders;
- Maintenance of a daily log of each project;
- Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans

and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering

professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

Alexis Knight Architects, Inc.
Attn: Steven W. Knight
100 NE 6 Street
Suite 102
Boynton Beach, FL 33435

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to

sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 22 day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerriere
City Manager

CONSULTANT

Alexis Knight Architect, Inc. CORPORATE SEAL 2011 FLORIDA (Corporate Seal)

Attest/Authenticated:

City Clerk
Title

City Clerk

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Secretary

EXHIBIT "A"	
SCOPE E - FEE SCHEDULE	
FIRM: ALEXIS KNIGHT ARCHITECTS	
DATE: JULY 2, 2018 REVISED	
Personnel Classifications	**Hourly Rate**
Principal - Alexis Knight Architects	$135.00
Project Manager - Alexis Knight Architects	$95.00
Senior Engineer	$130.00
Senior Planner	$130.00
Senior Architect - Alexis Knight Architects	$85.00
Senior Landscape Architect	$110.00
Senior Surveyor/Mapper	$120.00
Structural Engineer	$120.00
Architect - Alexis Knight Architects	$75.00
Urban Designer	$95.00
Planner	$80.00
Landscape Architect	$95.00
Inspector (Zoning & Landscape)	$75.00
GIS Specialist	$120.00
Architectural CAD/Technician - Alexis Knight Architects	$75.00
Planning Technician	$75.00
Clerical/Administrative	$66.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability		
Commercial General Liability	General Aggregate	$ 1.000.000.00
Owners & Contractor's Protective (OCP)	Products-Comp/Op Agg.	$ 1.000.000.00
Liquor Liability	Personal & Adv. Injury	$ 1.000.000.00
Professional Liability	Each Occurrence	$ 1.000.000.00
Employees & Officers	Fire Damage (any one fire)	$ 50.000.00
Pollution Liability	Med. Expense (any one person)	$ 5.000.00
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500.000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50.000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1.000.000.00
Any Auto	Other Than Auto Only	$ 100.000.00
Garage Keepers Liability	Each Accident	$ 1.000.000.00
	Aggregate	$ 1.000.000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100.000.00
	Disease, Policy Limit	$ 500.000.00
	Disease Each Employee	$ 100.000.00
Property		
Homeowners Revocable Permit		$ 300.000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Phyllis Constantino	
MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277	PHONE (A/C, No, Ext): (704) 256-6000	FAX (A/C, No): (704) 256-6001
	E-MAIL ADDRESS: phyllis@medallioninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Insurance Underwriters	19917
INSURED Alexis Knight Architects, Inc 100 NE 6th St Ste 10 Boynton Beach FL 33435	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1792004460 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEXNYABI6AU001	09/20/2017	09/20/2019	Each Claim	$1,000,000
							Aggregate	$1,000,000

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

CERTIFICATE HOLDER

The City of Boynton Beach
100 E. Boynton Beach Boulevard
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Keyes Coverage Insurance
5900 Hiatus Road
Tamarac FL 33321

CONTACT NAME: Natalia M. Fraser
PHONE (A/C, No, Ext): 954-724-7000 **FAX (A/C, No):** 954-724-7024
E-MAIL ADDRESS: nfraser@keyescoverage.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Co	235
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 12012
Alexis Knight Architects, Inc. &
Alexis Knight Architects, LLC
100 N.E. 6th Street
Suite 102
Boynton Beach FL 33435

COVERAGES **CERTIFICATE NUMBER:** 2135350065 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	21 SBM ZI5734	9/20/2017	9/20/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y		21 SBM ZI5734	9/20/2017	9/20/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			21 SBM ZI5734	9/20/2017	9/20/2018	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			21 WEC ZT0586	12/3/2017	12/3/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: For continuing service agreements for unspecified projects.

CERTIFICATE HOLDER

The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach FL 33435

CANCELLATION *30 Days Notice /10 Days NonPay

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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GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CH2M HILL ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

[X]	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of

[1] The term "Agreement" has the same meaning as the term "contract".

its Sub-consultants' work.

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency

operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by

changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for

construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the

percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for

Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;

- ❖ Maintenance and preparation of progress reports;
- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans

and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional

engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CH2M HILL ENGINEERS, INC.
550 W. Cypress Creek Rd
Fort Lauderdale, FL 33309
Attn: Gerrit Bulman

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

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

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE

REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

Kevin Lavenex
City Manager

CH2M HILL ENGINEERS, INC.

FRANCOIS GERARD
CONSULTANT

Attest/Authenticated:

Title

City Clerk

CH2M HILL ENGINEERS, INC. CORPORATE SEAL DELAWARE
(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Assist Secretary

EXHIBIT "A"
RATE SHEET

FEE SCHEDULE

FIRM: CH2M HILL ENGINEERS, INC.

DATE: March, 19, 2018

Personnel Classifications	Hourly Rate
Principal	$298
Project Manager	$235
Senior Engineer	$259
Process Engineer	$107
Sr Electrical Egn.	$211
Elec. Egn.	$125
Process Control/Inst. Egn.	$125
Sr. Mechanical Engineer	$192
Mechanical Engineer	$116
Engineer	$125
Designer	$107
GIS Specialist	$125
CADD/Technician	$116
Public Relations Specialist	$189
Construction Inspector	$116
Sr. Rate analyst	$225
Clerical/Administrative	$88

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

EXHIBIT "B"

City of Boynton Beach

Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)		MINIMUM LIMITS REQUIRED
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CAROLLO ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

[X]	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
[X]	Scope Category B	Infrastructure Improvements and Evaluations
[X]	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CAROLLO ENGINEERING, INC.
Attn: Elizabeth Fujikawa
9897 Lake Worth Road
Suite 302
Lake Worth, FL 33467

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

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

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

Attest/Authenticated:

Title

City Clerk

ELIZABETH FUJIKAWA/
LYLE MUNCE

CONSULTANT

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

Personnel Classifications	**Hourly Rate**
Principal	$279.00
Project Manager	$279.00
Senior Engineer	$202.00
Process Engineer	$202.00
Sr Electrical Egn.	$257.00
Elec. Egn.	$202.00
Process Control/Inst. Egn.	$202.00
Sr. Mechanical Engineer	$257.00
Mechanical Engineer	$202.00
Engineer	$162.00
Designer	$140.00
GIS Specialist	$185.00
CADD/Technician	$140.00
Public Relations Specialist	N/A
Construction Inspector	$141.00
Sr. Rate analyst	$202.00
Clerical/Administrative	$105.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and WEST ARCHITECTURE + DESIGN, LLC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
	Scope Category B	Infrastructure Improvements and Evaluations
	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
[X]	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of

[1] The term "Agreement" has the same meaning as the term "contract".

its Sub-consultants' work.

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency

operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by

changes in codes, administrative and jurisdictional requirements of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for

construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the

percentage of work completed. The CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for

Payment, the CONSULTANT shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;

- Maintenance and preparation of progress reports;
- Field observation and verification of quantities of equipment and materials installed;
- Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- Preparation, update and distribution of a project budget with each project schedule;
- Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- Development and implementation of a system for the preparation, review, and processing of change orders;
- Maintenance of a daily log of each project;
- Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans

and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering

professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

West Architecture + Design, LLC
Attn: Martha A. Morgan
820 N. 4 Street
Lantana, FL 33462

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

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

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

Attest/Authenticated:

Title

City Clerk

Approved as to Form:

Office of the City Attorney

WEST ARCHITECTURE + DESIGN, LLC
by WEST CONSTRUCTION, INC., Sole Owner
CONSULTANT

Martha A. Morgan, President

(Corporate Seal)

Attest/Authenticated:

Secretary: Matthew F. West

EXHIBIT "A"

SCOPE E - FEE SCHEDULE

FIRM: West Architecture + Design, LLC

DATE: **July 02, 2018 (Revised)**

Personnel Classifications	**Hourly Rate**
Principal	$180.00
Project Manager	$130.00
Senior Engineer	$150.00
Senior Planner	$130.00
Senior Architect	$120.00
Senior Landscape Architect	$130.00
Senior Surveyor/Mapper	$150.00
Structural Engineer	$140.00
Architect	$100.00
Urban Designer	$150.00
Planner	$80.00
Landscape Architect	$115.00
Inspector (Zoning & Landscape)	$100.00
GIS Specialist	$112.00
Architectural CADD/Technician	$80.00
Planning Technician	$75.00
Clerical/Administrative	$50.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability Commercial General Liability Owners & Contractor's Protective (OCP) Liquor Liability Professional Liability Employees & Officers Pollution Liability Asbestos Abatement Lead Abatement Broad Form Vendors Premises Operations Underground Explosion & Collapse Products Completed Operations Contractual Independent Contractors Broad Form Property Damage Fire Legal Liability	General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Expense (any one person)	$ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00 $ 50,000.00 $ 5,000.00
Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos PIP Basic Intermodal	Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage Trailer Interchange	$ 500,000.00 to be determined to be determined to be determined $ 50,000.00
Garage Liability Any Auto Garage Keepers Liability	Auto Only, Each Accident Other Than Auto Only Each Accident Aggregate	$ 1,000,000.00 $ 100,000.00 $ 1,000,000.00 $ 1,000,000.00
Excess Liability Umbrella Form	Each Occurrence Aggregate	to be determined to be determined
Worker's Compensation Employer's Liability	 Each Accident Disease, Policy Limit Disease Each Employee	Statutory Limits $ 100,000.00 $ 500,000.00 $ 100,000.00
Property Homeowners Revocable Permit Builder's Risk		$ 300,000.00 Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

RESOLUTION NO. R23-060

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENTS WITH THE ELEVEN (11) CONSULTANTS AS A RESULT OF RFQ NO. 046-2821-17/TP FOR GENERAL CONSULTING SERVICES, AND APPROVE AN EXTENSION OF NO MORE THAN 180 DAYS WITH EACH CONSULTANT OR UNTIL NEW RFQ IS EXECUTED WHICHEVER IS LESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 7, 2018, City Commission approved and authorized the City Manager to sign individual agreements with eleven (11) awarded Consultants resulting from RFQ No. 046-2821-17/TP for General Consulting Services for the five (5) scope categories; and

WHEREAS, as of July 1, 2020, Florida Statutes 287.055 known as the "Consultants' Competitive Negotiation Act", was amended increasing the maximum contract value for continuing contracts from $200,000 to $500,000 and maximum construction costs from $2 million to $4 million dollars; and

WHEREAS, The City and the Consultants desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with Florida Statutes 287.055, as to the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, City staff is also recommending to extend these agreements, no more than 180 days (February 16, 2024), or until the new solicitation is awarded, whichever is less; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the City Manager to sign Amendments with the Eleven (11) Consultants as a result of RFQ No. 046-2821-17/TP for General Consulting Services, and approve an extension of no more than 180 days with each Consultant or until new RFQ is executed whichever is less.

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

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

Section 2. The City Commission hereby approves and authorizes the City Manager to sign Amendments with the Eleven (11) Consultants as a result of RFQ No. 046-2821-17/TP for General Consulting Services, and approve an extension of no more than 180 days with each Consultant or until new RFQ is executed whichever is less. A copy of each Amendment is attached hereto and incorporated herein by reference as Exhibits "A-K".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 16th day of May, 2023.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 16th day of May, 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

CALVIN, GIORDANO & ASSOCIATES, INC., a company authorized to do business in the State of Florida, with its principal place of business at 560 Village Blvd, Suite 340, West Palm Beach, FL 33409, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on August 20, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Request for Qualifications shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 1.1 of the Agreement is amended to add the following:

> This Agreement will not allow task orders for study activity, or projects, in which the estimated construction cost of each individual study or project under the task order exceeds the maximum contract values in §287.055, Florida Statutes, as may be amended from time to time.

SECTION 3. SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

SECTION 4. E-VERIFY

CONTRACTOR 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.

1. Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for 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.

2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register

for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. The Parties agree that the modifications herein shall supersede any language in the Agreement and exhibits thereto, and in the event of a conflict with such language, the modifications in this amendment shall prevail. In all other respects the Agreement shall remain in full force and effect, except as specifically modified by this First Amendment.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 16th day of May, 2023.

CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

CALVIN, GIORDANO & ASSOCIATES, INC.

(Signature), Company

Print Name of Authorized Official

Title

(Corporate Seal)

Attest/Authenticated:

Witness

Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

Attested/Authenticated:

Maylee DeJesus,
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 16th day of May, 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

ALEXIS KNIGHT ARCHITECTS, INC., a company authorized to do business in the State of Florida, with its principal place of business at 100 NE 6th Street, Suite 102, Boynton Beach, FL 33435, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on August 22, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Request for Qualifications shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 1.1 of the Agreement is amended to add the following:

> This Agreement will not allow task orders for study activity, or projects, in which the estimated construction cost of each individual study or project under the task order exceeds the maximum contract values in §287.055, Florida Statutes, as may be amended from time to time.

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CONTRACTOR 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.

1. Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for 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.

2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the

employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. The Parties agree that the modifications herein shall supersede any language in the Agreement and exhibits thereto, and in the event of a conflict with such language, the modifications in this amendment shall prevail. In all other respects the Agreement shall remain in full force and effect, except as specifically modified by this First Amendment.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 16th day of May, 2023.

CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

ALEXIS KNIGHT ARCHITECTS, INC.

(Signature), Company

Steven W. Knight
Print Name of Authorized Officer

President
Title

STATE OF FLORIDA
STEVEN W. KNIGHT
AR0015312
REGISTERED ARCHITECT
(Corporate Seal)

Attest/Authenticated:

Witness

Connor Peede
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

Attested/Authenticated:

Maylee DeJesus,
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 16th day of May, 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

AECOM TECHNICAL SERVICES, INC., a company authorized to do business in the State of Florida, with its principal place of business at 800 S. Douglas Road, 2nd Floor, North Tower, Coral Gables, FL 33134, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on September 7, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Request for Qualifications shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 1.1 of the Agreement is amended to add the following:

> This Agreement will not allow task orders for study activity, or projects, in which the estimated construction cost of each individual study or project under the task order exceeds the maximum contract values in §287.055, Florida Statutes, as may be amended from time to time.

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1. Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for 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.

2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register

for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. The Parties agree that the modifications herein shall supersede any language in the Agreement and exhibits thereto, and in the event of a conflict with such language, the modifications in this amendment shall prevail. In all other respects the Agreement shall remain in full force and effect, except as specifically modified by this First Amendment.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 16th day of May, 2023.

CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

AECOM TECHNICAL SERVICES, INC.

Karen D. Brandon
(Signature), Company

Karen D. Brandon
Print Name of Authorized Official

Associate Vice President
Title Authorized Signatory

(Corporate Seal)

Attest/Authenticated:

Deborah L. Williams
Witness

Deborah L. Williams
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

Attested/Authenticated:

Maylee DeJesus,
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 16th day of May 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

CH2M HILL ENGINEERS, INC., a company authorized to do business in the State of Florida, with its principal place of business at 550 W, Cypress Creek Road, Fort Lauderdale, FL 33309, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on August 22, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Request for Qualifications shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 1.1 of the Agreement is amended to add the following:

> This Agreement will not allow task orders for study activity, or projects, in which the estimated construction cost of each individual study or project under the task order exceeds the maximum contract values in §287.055, Florida Statutes, as may be amended from time to time.

SECTION 3. SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

SECTION 4. E-VERIFY

CONTRACTOR 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.

1. Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for 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.

2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the

employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. The Parties agree that the modifications herein shall supersede any language in the Agreement and exhibits thereto, and in the event of a conflict with such language, the modifications in this amendment shall prevail. In all other respects the Agreement shall remain in full force and effect, except as specifically modified by this First Amendment.

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IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 16th day of May, 2023.

CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

CH2M HILL ENGINEERS, INC.

(Signature), Company

David Ashman
Print Name of Authorized Official

Operations Leader, VP
Title

(Corporate Seal)

Attest/Authenticated:

Witness

Cheryl J. Rimas, Asst Secretary
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

Attested/Authenticated:

Maylee DeJesus,
City Clerk

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 16th day of May, 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

CDM SMITH, INC., a company authorized to do business in the State of Florida, with its principal place of business at 621 NE 53rd Street, Suite 265, Boca Raton, FL 33487, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on August 20, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Request for Qualifications shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 1.1 of the Agreement is amended to add the following:

> This Agreement will not allow task orders for study activity, or projects, in which the estimated construction cost of each individual study or project under the task order exceeds the maximum contract values in §287.055, Florida Statutes, as may be amended from time to time.

SECTION 3. SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

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SECTION 4. E-VERIFY

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1. Definitions for this Section:

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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.

2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the

employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 16th day of May, 2023.

CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

CDM SMITH, INC.

CDM Smith
(Signature), Company

Suzanne E. Mechler
Print Name of Authorized Official

Vice President
Title

(Corporate Seal)

Attest/Authenticated:

Witness

Paul Milligan
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

Attested/Authenticated:

Maylee DeJesus,
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 10th day of May 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

CAROLLO ENGINEERS, INC., a company authorized to do business in the State of Florida, with its principal place of business at 9896 Lake Worth Road, Suite 302, Lake Worth, FL 33467, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on August 22, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Request for Qualifications shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 1.1 of the Agreement is amended to add the following:

> This Agreement will not allow task orders for study activity, or projects, in which the estimated construction cost of each individual study or project under the task order exceeds the maximum contract values in §287.055, Florida Statutes, as may be amended from time to time.

SECTION 3. SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

SECTION 4. E-VERIFY

CONTRACTOR 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.

1. Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for 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.

2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the

employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. The Parties agree that the modifications herein shall supersede any language in the Agreement and exhibits thereto, and in the event of a conflict with such language, the modifications in this amendment shall prevail. In all other respects the Agreement shall remain in full force and effect, except as specifically modified by this First Amendment.

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IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 10th day of May, 2023.

CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa

Digitally signed by Elizabeth Fujikawa
Date: 2023.05.05 09:37:34 -04'00'

(Signature), Company

Elizabeth Fujikawa
Print Name of Authorized Official

Vice President
Title

(Corporate Seal)

Attest/Authenticated:

Luz Gonzalez

Digitally signed by Luz Gonzalez
DN: C=US, E=lgonzalez@carollo.com, O=Carollo Engineers, OU=BCO, CN=Luz Gonzalez
Date: 2023.05.08 10:41:17-04'00'

Witness

Luz Gonzalez
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Attested/Authenticated:

Maylee DeJesus,
City Clerk

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 10th day of May, 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

GLOBALTECH, INC., a company authorized to do business in the State of Florida, with its principal place of business at 6001 Broken Sound Pkwy. NW, Suite 610, Boca Raton, FL 33487, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on September 7, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Request for Qualifications shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 1.1 of the Agreement is amended to add the following:

> This Agreement will not allow task orders for study activity, or projects, in which the estimated construction cost of each individual study or project under the task order exceeds the maximum contract values in §287.055, Florida Statutes, as may be amended from time to time.

SECTION 3. SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

SECTION 4. E-VERIFY

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1. Definitions for this Section:

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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.

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:

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B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

GLOBALTECH, INC.

(Signature), Company

Print Name of Authorized Official

Title

(Corporate Seal)

Attest/Authenticated:

Witness

Print Name

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

Attested/Authenticated:

Maylee DeJesus,
City Clerk

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 10th day of May, 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

WEST ARCHITECTURE + DESIGN, LLC, a company authorized to do business in the State of Florida, with its principal place of business at 820 N. 4th Street, Lantana, FL 33462, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on August 22, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

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2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment

eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. The Parties agree that the modifications herein shall supersede any language in the Agreement and exhibits thereto, and in the event of a conflict with such language, the modifications in this amendment shall prevail. In all other respects the Agreement shall remain in full force and effect, except as specifically modified by this First Amendment.

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IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 10th day of May, 2023.

CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

WEST ARCHITECTURE + DESIGN, LLC

(Signature), Company

MATTHEW F WEST
Print Name of Authorized Official

PRESIDENT
Title

(Corporate Seal)

Attest/Authenticated:

Witness

Aurora Vega
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

Attested/Authenticated:

Maylee DeJesus,
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

FIRST AMENDMENT TO THE GENERAL CONSULTING SERVICES AGREEMENT

THIS FIRST AMENDMENT, dated the 16th day of May, 2023, between:

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, FL 33435, hereinafter referred to as "CITY";

and

2GHO, Inc. Landscape Architects, Planners, Environmental Consultants, a company authorized to do business in the State of Florida, with its principal place of business at 1907 Commerce Lane, Ste 101, Jupiter, FL 33458, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on August 20th 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

WHEREAS, effective July 1, 2020, Florida Statute § 287.055, was amended increasing the maximum contract value for continuing contracts to $500,000 and maximum construction costs to $4 million; and

WHEREAS, the CITY and the CONSULTANT desire to amend language incorporated into this Agreement by RFQ No. 046-2821-17/TP, to remain consistent with § 287.055, Florida Statutes as to the maximum contract values for study activity and construction costs for continuing contracts.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Parties agree that the Request for Qualifications shall be amended as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. Section 1.1 of the Agreement is amended to add the following:

> This Agreement will not allow task orders for study activity, or projects, in which the estimated construction cost of each individual study or project under the task order exceeds the maximum contract values in §287.055, Florida Statutes, as may be amended from time to time.

SECTION 3. SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

SECTION 4. E-VERIFY

CONTRACTOR 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.

1. Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for 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.

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Daniel Dugger, City Manager

2GHO, INC. LANDSCAPE ARCHITECTS, PLANNERS, ENVIRONMENTAL CONSULTANTS

(Signature), Company

George G. Gentile
Print Name of Authorized Official

President
Title

(Corporate Seal)

Attest/Authenticated:

Witness

Kelli Jo Thomasson
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

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and

BAXTER & WOODMAN, INC., a company authorized to do business in the State of Florida, with its principal place of business at 1601 Forum Place, Suite 400, West Palm Beach, FL 33401, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, on August 20, 2018, the CITY and CONSULTANT entered into a General Consulting Services Agreement ("Agreement") whereby CONSULTANT was one of several qualified consulting firms to provide General Consulting services for the CITY; and

WHEREAS, the Agreement incorporated the terms and conditions set forth in the City's Request for Qualifications for General Consulting Services, RFQ No.: 046-2821-17/TP (the RFQ), which RFQ was intended to procure general consulting services under a continuing contract pursuant to and consistent with §287.055, Florida Statutes, including the maximum contract values for study activity and construction costs for continuing contracts; and

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CITY OF BOYNTON BEACH

Daniel Dugger, City Manager

BAXTER & WOODMAN, INC.

(Signature), Company

Rebecca Travis
Print Name of Authorized Official

Executive Vice President
Title

(Corporate Seal)

Attest/Authenticated:

Witness

Jeffrey Hiscock
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

Attested/Authenticated:

Maylee DeJesus,
City Clerk

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and

KIMLEY-HORN AND ASSOCIATES, INC., a company authorized to do business in the State of Florida, with its principal place of business at 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411, hereinafter referred to as "CONSULTANT."

WITNESSETH:

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State of Florida
County of Palm Beach
by means of physical presence

IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

DATED this 3 day of May 2023.

LORI D'AMICO
MY COMMISSION # GG 957251
EXPIRES: March 16, 2024
Bonded Thru Notary Public Underwriters

Lori D'Amico
Lori D'Amico #GG957251

CITY OF BOYNTON BEACH

Daniel Dugger, ~~City Manager~~

KIMLEY-HORN AND ASSOCIATES, INC.

(Signature), Company

MARWAN MUFLEH
Print Name of Authorized Official

SR. VICE PRESIDENT
Title

(Corporate Seal)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

Attest/Authenticated:

Witness

ERIC REGUEIRO
Print Name

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Attested/Authenticated:

Maylee DeJesus,
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-1A-02 with Carollo Engineering in the sum of $143,000 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category A awarded by Commission on August 7, 2018. Services include the design, permitting and services during construction to implement electrical and standby power improvements to western wellfield, wells 4, 5, 7 and 8.

EXPLANATION OF REQUEST:
The utility is required to have adequate back-up power to the raw water wells to ensure continuity of supply during a power outage. Wells 7&8 were designed with a power supply from the West Water Treatment Plant (WWTP). The voltage of the supply is 13.2 KVA which is extremely high and each well has a transformer to reduce the power to 480 Volts. The existing transformers and associated equipment are now deteriorating and needs replacement. As a safety improvement the 13.2 KVA power feed will be disconnected and the wells converted to 480 Volt power supplied directly from Florida Power and Light (FPL).

In order to ensure adequate raw water flows to the plant a new permanent standby generator will be installed to service wells 4&5 and will replace the backup capacity previously provided at 7&8. These wells are currently supplied power by FPL. The utility owns land around well #5 and there is room to install a generator with sufficient capacity to operate both wells during a power outage. The generator will be enclosed in a level 2, storm rated and sound attenuated enclosure that will be screened from view behind landscaping.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This work will improve the reliability of the potable water supply from the WWTP by ensuring that the raw water supply is available during a major power outage.

FISCAL IMPACT: Budgeted Funds are available in account 403-5000-533-65.02 WTR105

ALTERNATIVES: The utility is required to provide sufficient automatic power backup facilities to ensure continuity of supply during power utility issues.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Task Order UT-1A-02
🗋	Addendum	UT-1A-02 Fee Schedule
🗋	Addendum	General Consulting Contract

carollo
Engineers...Working Wonders With Water®

9897 Lake Worth Road, Suite 302, Lake Worth, Florida 33467
P. 561.868.6400

July 3, 2019

Mr. Michael Low
Boynton Beach Utilities
124 East Woolbright Road
Boynton Beach, FL 33435

Subject: Proposal for Engineering Services
Wells 4-5 and 7-8 Electrical and Standby Power Improvements

Dear Mr. Low:

As requested, we have prepared the following proposed scope of services for the subject project.

BACKGROUND

Boynton Beach Utilities needs to enhance the reliability of its water supply from the west wellfield. To that end, the following electrical improvements have been identified as necessary:

1. Replace existing 13 kV electric service from the west water treatment plant to wells No. 7 and No. 8, due to obsolete / decaying condition of 13 kV switches and transformers that step down the voltage from 13 kV to 480 volt and replace decaying 480 volt motor starters for the pump wells, which has been impacted by the humid outdoor location.
2. Obtain 480 volt electric service from FPL, via FPL pad mounted transformers at well No. 7 and at well No. 8.
3. Install a new well pump controller with a receptacle at well No. 7 and at well No. 8, to facilitate plug-in of a portable generator, if needed during a storm event (like a hurricane) requiring power during an extended period of unavailable power.
4. The diesel engine generator with fuel storage tank, plus ancillary electrical equipment will be installed within a fenced enclosure at well No. 5. The generator will be covered by a protective enclosure. This will provide a source of standby power and increase the reliability of well No. 5 and No. 4.
5. Access to the fenced enclosure at well No. 5 will be by a driveway. The fenced enclosure will be screened by landscaping.
6. The existing FPL utility power service is located at well No. 4 and it supplies power to well No. 4 and well No. 5. Additional Transfer Switches will be required at Well No. 4 and Well No. 5

SCOPE OF WORK

The scope of services is as follows:

Task 1 – Layout Generator Enclosure/Access at Well No. 5

A layout will be created for the new generator enclosure. The City Building Code will be reviewed to verify compliance.

Assumptions:

- It is assumed that the enclosure will not require stormwater permit modifications and that the existing permit will cover any needed requirements.
- It is assumed that the existing site ground level elevation is above the 100 year stormwater level so the grade will not have to be raised.

- It is assumed that a geotechnical assessment will not be required.
- The generator will be fueled by a belly tank with under 660 gallons in capacity.
- A noise (sound impact) study will not be conducted for the generator enclosure.

Deliverable: 11 by 17 drawing depicting site plan

Task 2 – Develop Technical Memorandum

A site plan, generator product literature, and opinion of probable cost for budgeting will be developed and summarized in a technical memorandum.

Deliverables: Draft and final versions of the technical memorandum.

Meetings: A review meeting to receive comments from City staff on the draft technical memorandum.

Tasks 3 and 4 – Detailed Design and Bid Package Preparation

Detailed design plans and specifications will be developed for bidding purposes. Opinion of probable cost will be developed at 60, 90 and final percent level of completion.

Deliverables: Submittals of 60, 90 and final percent complete sets of Contract Documents will be made.

Meetings: Review meetings will be held to receive comments for the 60 and 90 percent submittals.

Task 5 – Permitting and Advertisement Assistance

Assistance will be provided to secure building and FDEP permits.

Assistance will be provided to attend Prebid meeting (if held), answer bidder's questions, develop addenda and provide a recommendation for award.

Deliverables:

- Permit applications.
- Addenda, Review of Bidder's Proposal and Recommendation for Award.

Assumptions: Building and FDEP fees will be paid by the City.

Tasks 7 and 8 – Engineering Support Services during Construction

Construction Support services will consist of:

1. Attendance at Preconstruction and Monthly Meetings
2. Review of shop drawings
3. Answering RFIs
4. Review of Pay Applications
5. Development and negotiation of Change Orders
6. Site visits for construction observation
7. Development of punch list
8. Witness Generators and Switchgear electrical Equipment Startup and Testing
9. Witness Comprehensive Testing of interconnection and Functional Operation of new electrical service and electric equipment with the existing well pump's motor. Main Power Distribution Switchboard and Power Transfer Controller.

10. Review of O&M Manuals and Manufacturer's Warranty Certificates
11. Contract Closeout

Task 9 – Project Management

Provide coordination of project, attend project meetings and closeout the project.

SCHEDULE

The following items will be completed within the timeframe indicated:

- We understand that time is of the essence for expediting the design and construction of the water wells improvements
- Detailed design will be completed within 14 weeks of the Notice to Proceed.

FEE

The lump sum fee amount of $143,000 is inclusive of the scope of work described herein and will be billed monthly based on percentage of the work completed.

SUBCONSULTANT PARTICIPATION

The Carollo team will include the following subconsultant:

- Gamboa Engineers, LLC: Mario Gamboa, P.E., will provide electrical and instrumentation and control engineering services. Gamboa Engineers is a minority-owned firm certified in Broward County and Miami Dade County.

Please contact us if you have questions or comments. We look forward to working with you on this project.

Sincerely,

CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa, PE, LEED AP
Vice President
EGF:ch

Boynton Beach Utilities Wells 4-5, 7-8 Power Improvements Project Fee Estimate	LABOR HOURS													PROJECT COSTS				OTHER DIRECT COSTS							
	Liz Fujikawa, P.E. Project Manager	TBD TBD	Project Engineer		Joel Smason Structural Engineer	Chad Green Mechanical Engineer	Design Drafter	Mario Gamboa Lead Electrical and I&C Engineer	Staff Engineer	TBD	Gamboa Drafter	Document Processing/Clerical	Total Labor Hours	Total Labor Cost	Project Equipment Communication Expense (PECE)	Other Direct Costs	TOTAL COST	Airfare	Lodging	Mileage	Per Diem	Document Reproduction	TBD Survey	FCA	Total ODC's
Billing Rate	$ 249	$ 202	$ 140	$ 213	$ 213	$ 149	$ 140	$ 150	$ 100	$ -	$ 88	$ 92			$ -									
Task 1: Define New Generator and Electrical Room at Well 5	8	0	12	0	0	0	0	8	0	0	0	0	28	$ 4,866.00	$ -	$ 200.00	$ 5,066.00								
Electrical- Wells 4&5, Wells 7&8 Improvements	4							8					12	$ 2,194.80	$ -	$ 200.00	$ 2,394.80	$ -	$ -	$ 200.00	$ -	$ -	$ -		$ 200.00
Civil	4		12										16	$ 2,671.20	$ -	$ -	$ 2,671.20	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Architectural													0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HVAC/Plumbing													0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 2: Develop Tech Memo	12	0	16	0	0	0	8	23	0	0	4	6	69	$ 10,691.80	$ -	$ 200.00	$ 10,891.80								
Review City Building Code	2							1					3	$ 647.40	$ -	$ -	$ 647.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Coordinate FPL Service Change - Wells 7 & 8								4					4	$ 600.00	$ -	$ -	$ 600.00								
Four Well Sites Sketches 4-5 and 7-8	4		8				8	4			4		28	$ 4,184.40	$ -	$ -	$ 4,184.40								
Write Report Sections/Develop Cost Estimate - 4 Wells	4		8					8				4	24	$ 3,679.20	$ -	$ -	$ 3,679.20	$ -	$ -		$ -	$ -	$ -		$ -
Meet with City	1							2					3	$ 548.70	$ -	$ -	$ 548.70	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Finalize Report	1							4				2	7	$ 1,032.10	$ -	$ 200.00	$ 1,232.10	$ -	$ -	$ -	$ -	$ 200.00	$ -	$ -	$ 200.00
Task 3: Detailed Design at Well 4-5 and 7-8	17	0	50	0	0	8	44	154	0	0	155	24	452	$ 57,508.10	$ -	$ 9,120.00	$ 66,628.10								
Title/Index							4						4	$ 560.00	$ -	$ 8,000.00	$ 8,560.00	$ -	$ -	$ -	$ -	$ -	$ 8,000.00		$ 8,000.00
G-01 Four Wells Sites Key Location Plan--			8				8						16	$ 2,237.60	$ -	$ -	$ 2,237.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
G-02 Well 5 Site Plan--driveway, details	2		16				24						42	$ 6,092.60	$ -	$ -	$ 6,092.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-01 Legend (Typ) for all wells 4-5 and 7-8								2			3		5	$ 564.00	$ -	$ -	$ 564.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-02 Electrical Site Plan Modifications at Well 4								3			4		7	$ 802.00	$ -	$ -	$ 802.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-03 Electrical Site Plan Modifications at Well 5								3			8		11	$ 1,154.00	$ -	$ -	$ 1,154.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-04 Electrical Site Plan Modifications at Well 7								3			8		11	$ 1,154.00	$ -	$ -	$ 1,154.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-05 Electrical Site Plan Modifications at Well 8								3			4		7	$ 802.00	$ -	$ -	$ 802.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-06 Ductbank Sections for all Wells								4			4		8	$ 952.00	$ -	$ -	$ 952.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-07 One Line Diagram Modifications at Well 4 & Well 5								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-08 One Line Diagram Modifications at Well 7 & Well 8								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-09 Transfer Switches and Motor Starters at Wells 4 & 5								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-10 Transfer Switches and Motor Starters at Wells 7 & 8								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-11 Power, Controls and Lighting Plan at Wells 5								10			16		26	$ 2,908.00	$ -	$ -	$ 2,908.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-12 Power and Controls Modifications Plan at Wells 7								8			12		20	$ 2,256.00	$ -	$ -	$ 2,256.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-13 Power and Controls Modifications Plan at Wells 8								8			12		20	$ 2,256.00	$ -	$ -	$ 2,256.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-14 Motor Starters Control Schematics - Wells 7 & 8								6			6		12	$ 1,428.00	$ -	$ -	$ 1,428.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-15 Generator & Fuel Tank Control Details at Well 5								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-16 Interconnection with Exist SCADA RTU-Wells 5, 7 & 8								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-17 Conduit & Wiring Schedules - Wells 4 & 5								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-18 Conduit & Wiring Schedules Wells 7 & 8								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ET-1, ET- 2 & ET-3 Electrical Typical Details								6			6		12	$ 1,428.00	$ -	$ -	$ 1,428.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Develop Technical Specifications	8		16			8		8				24	64	$ 8,820.00	$ -	$ -	$ 8,820.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Review meetings--assume 3	3							6					9	$ 1,646.10	$ -	$ 120.00	$ 1,766.10	$ -	$ -	$ 120.00	$ -	$ -	$ -	$ -	$ 120.00
Opinion of Construction Cost	2		4					8					14	$ 2,256.20	$ -	$ -	$ 2,256.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Design Deliverables (assume ten sets, three submittals)	2		6				8	12			8		36	$ 4,959.60	$ -	$ 1,000.00	$ 5,959.60	$ -	$ -	$ -	$ -	$ 1,000.00	$ -	$ -	$ 1,000.00
Task 4: Develop Bid Package	4	0	2	0	0	0	0	8	0	0	6	0	20	$ 3,002.20	$ -	$ -	$ 3,002.20								
Final Deliverable	4		2					8			6		20	$ 3,002.20	$ -	$ -	$ 3,002.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 5 and 6: Permitting Assistance and Advertisement	6	0	4	0	0	0	0	4	0	0	0	0	14	$ 2,651.00	$ -	$ -	$ 2,651.00								
Answer questions from Bldg Department	2		2					4					8	$ 1,376.80	$ -	$ -	$ 1,376.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Prepare Addenda, recommendation for award	4		2										6	$ 1,274.20	$ -	$ -	$ 1,274.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 7: Construction Services	26	0	36	0	0	0	0	180	0	0	0	0	242	$ 38,495.40	$ -	$ -	$ 38,495.40								
Shop Drawings x 4 Wells and Generator	4		12					48					64	$ 9,871.20	$ -	$ -	$ 9,871.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
RFIs x 4 Wells and building	4		12					24					40	$ 6,271.20	$ -	$ -	$ 6,271.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Review Possible Change Orders	4		12					16					32	$ 5,071.20	$ -	$ -	$ 5,071.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction observation (assume six months)	12							60					72	$ 11,984.40	$ -	$ -	$ 11,984.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Checkout/Startup/Shakedown at 4 Wells	2							32					34	$ 5,297.40	$ -	$ -	$ 5,297.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 8: Closeout	2	0	0	0	0	0	0	28	0	0	16	0	46	$ 6,105.40	$ -	$ -	$ 6,105.40								
Punch list at 4 Wells	2							16					18	$ 2,897.40	$ -	$ -	$ 2,897.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
As builts at 4 Wells								12			16		28	$ 3,208.00	$ -	$ -	$ 3,208.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 9: Project Management	30	0	0	0	0	0	0	10	0	0	0	0	40	$ 8,961.00	$ -	$ 1,000.00	$ 9,961.00								
Project Coordination	20												20	$ 4,974.00	$ -	$ -	$ 4,974.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meeting Attendance (ten month project duration)	10							10					20	$ 3,987.00	$ -	$ 1,000.00	$ 4,987.00	$ -	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ 1,000.00
TOTAL	**105**	**0**	**120**	**0**	**0**	**8**	**52**	**415**	**0**	**0**	**181**	**30**	**911**	**$ 132,280.90**	**$ -**	**$ 10,520.00**	**$ 142,800.90**								

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CAROLLO ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

[X]	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
[X]	Scope Category B	Infrastructure Improvements and Evaluations
[X]	Scope Category C	Ancillary Studies and Services
[ ]	Scope Category D	Transportation Services
[ ]	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CAROLLO ENGINEERING, INC.
Attn: Elizabeth Fujikawa
9897 Lake Worth Road
Suite 302
Lake Worth, FL 33467

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

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

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

Attest/Authenticated:

Title

City Clerk

ELIZABETH FUJIKAWA/ LYLE MUNCE

CONSULTANT

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

Personnel Classifications	Hourly Rate
Principal	$279.00
Project Manager	$279.00
Senior Engineer	$202.00
Process Engineer	$202.00
Sr Electrical Egn.	$257.00
Elec. Egn.	$202.00
Process Control/Inst. Egn.	$202.00
Sr. Mechanical Engineer	$257.00
Mechanical Engineer	$202.00
Engineer	$162.00
Designer	$140.00
GIS Specialist	$185.00
CADD/Technician	$140.00
Public Relations Specialist	N/A
Construction Inspector	$141.00
Sr. Rate analyst	$202.00
Clerical/Administrative	$105.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?	☐	Yes	☐	No	☐	Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

RESOLUTION NO. R24-292

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO TASK ORDER UT-1A-02 WITH CAROLLO ENGINEERING, INC., IN THE AMOUNT OF $240,827.00 FOR A NEW TOTAL TASK ORDER AMOUNT OF $397,832.00 FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED FOR THE DESIGN, PROJECT MANAGEMENT, AND CONSTRUCTION SUPPORT SERVICES DURING CONSTRUCTION TO IMPLEMENT ELECTRICAL AND STANDBY POWER IMPROVEMENTS TO WESTERN WELLFIELD, WELLS #4, #5, #7, AND #8; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 22, 2018, the City and Carollo Engineers, Inc. ("Consultant") entered into an Agreement for General Consulting Services ("Agreement"), which authorized the City to issue task orders for projects on an as-needed basis; and

WHEREAS, on August 20, 2019, the City Commission approved Task Order UT-1A-02, as modified by a change order dated on or about June 14, 2023 (collectively the "Task Order"), for design, permitting, and services during construction to implement electrical and standby power improvements to western wellfield, wells 4, 5, 7, and 8 (the "Project"); and

WHEREAS, the Parties desire to execute a First Amendment to the Task Order so the Consultant can provide additional engineering and construction services necessary to complete the Project; 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 Amendment No. 1 to Task Order UT-1A-02 with Carollo Engineering, Inc. in the amount of $240,827.00 for a new total Task Order amount of $397,832.00 for professional engineering services required for the design, project management, and construction support services during construction to implement electrical and standby power improvements to western wellfield, wells #4, #5, #7, and #8.

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 First Amendment to Task Order No. UT-1A-02 between Carollo Engineers, Inc. and the City for Wells 4-5 and 7-8 Electrical and Standby Power Improvements in the amount of $240,827 (the "Task Order 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 Task Order Amendment. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Task Order Amendment as a public record of the City. A copy of the fully executed Task Order Amendment shall be provided to Keith Webber to forward to the Consultant.

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

[signatures on the following page]

PASSED AND ADOPTED this 19th day of November 2024.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920

Ty Penserga
Mayor
11/21/2024

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

FIRST AMENDMENT TO TASK ORDER NO. UT-1A-02 WITH CAROLLO ENGINEERS, INC. FOR WELLS 4-5 AND 7-8 ELECTRICAL AND STANDBY POWER IMPROVEMENTS

This First Amendment ("First Amendment") is 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 Avenue, Boynton Beach, FL 33435 ("City"), and Carollo Engineers, Inc., a Delaware corporation authorized to do business in the State of Florida, with its principal place of business at 2795 Mitchell Drive, Walnut Creek, CA 94598 ("Consultant") (each a "Party, and collectively referred to as the "Parties").

RECITALS

A. On August 22, 2018, the City and Consultant entered into an Agreement for General Consulting Services ("Agreement"), which authorized the City to issue task orders for projects on an as-needed basis.

B. On August 20, 2019, the City Commission approved Task Order UT-1A-02, as modified by a change order dated on or about June 14, 2023 (collectively the "Task Order") for design, permitting, and services during construction to implement electrical and standby power improvements to western wellfield, wells 4, 5, 7, and 8 (the "Project").

C. The Parties desire to execute a First Amendment to the Task Order so the Consultant can provide additional engineering and construction services necessary to complete the Project.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Additional Services. The Scope of Services of the Task Order is hereby amended to provide additional engineering and construction services necessary to complete the Project, as further detailed in Exhibit A, attached hereto.

4. Fee. The fee for the additional services described above in Section 3 shall be Two Hundred Forty Thousand Eight Hundred Twenty-Seven Dollars ($240,827.00) with the fee breakdown per task described in Exhibit B, attached hereto. The total Fee to be paid to Consultant under this Task Order is amended to Three Hundred Ninety-Seven Thousand Eight Hundred Thirty-Two Dollars ($397,832.00).

5. Schedule. Consultant shall provide the Additional Services in accordance with the Project construction schedule established by Contractor, with an anticipated completion date of June 16, 2025 (the "Expected Completion Date"). Notwithstanding the Expected Completion Date, Consultant's obligation to provide all Services shall continue until Final Project Completion, regardless of any extensions or delays to the Project schedule beyond the Expected Completion Date.

6. Agreement Reference. This First Amendment shall be performed under the terms and conditions described within the Agreement.

7. Continuation of Task Order Services beyond Expiration of Agreement. The Parties acknowledge that the Agreement expired; however, the Task Order work remains incomplete. Accordingly, the Parties agree the work is permitted to continue beyond the term of the Agreement. Consultant shall complete the Task Order without regard to whether such completion would cause services to be performed after the expiration date of the Agreement. The Task Order may be amended after the Agreement expiration date, provided that any additional services, time, and compensation are permitted under the Agreement. The terms and conditions of the Agreement shall continue to govern this Task Order notwithstanding the expiration of this Agreement.

8. In the event of any conflict or ambiguity between this First Amendment, the Task Order, and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, and Task Order, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement, and Task Order, as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Consultant acknowledges that through the date this First Amendment is executed by Consultant, Consultant has no claims or disputes against City with respect to any of the matters covered by the Agreement.

11. The effective date of this First Amendment shall be the date of complete execution by the Parties.

12. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their duly authorized representatives.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor

Date: 11/21/2024

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee De Jesus, MMC City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

CAROLLO ENGINEERS, INC.

Name: Liz Fujikawa, PE
Title: Vice President
Date: 10/28/2024

Name: Tung Nguyen, PE
Title: Associate Vice President
Date: 10/28/2024

EXHIBIT A
SCOPE OF WORK

Consultant shall provide the following Additional Services:

TASK 1: PROJECT MANAGEMENT

To accommodate the extended duration of the construction schedule, the Consultant, through its project manager, will provide additional overall project management and communication between its staff and the City. The Consultant's budget, project tasks, and schedule will all be tracked and managed by the project manager.

- Meetings During Construction: Consultant will host virtual bi-weekly progress meetings, prepare the agenda and draft and final meeting minutes.
- Substantial Completion: Consultant will participate in one substantial completion walk-through. This meeting is expected to be in-person.
- Final Completion: Consultant will participate in one final completion walk-through. This meeting is expected to be in-person.
- Preparation of monthly progress reports

Task 1 Deliverables

- Draft and final meeting minutes (PDF)
- Substantial Completion Punch List (PDF and Word)
- Monthly progress reports (PDF)

TASK 2: BIDDING AND PERMITTING SUPPORT

This task is completed. No changes required.

TASK 3: CONSTRUCTION SUPPORT SERVICES

To accommodate the additional construction duration, the Consultant will provide engineering services to support the City during the construction phase of the project. It is assumed that the City will continue to provide daily oversight and inspection of the construction and be the day-to-day contact for the Contractor. The Consultant will provide the following additional engineering services during construction through final completion of the project:

- Attend virtual bi-weekly construction progress meetings (assumed to be run and documented by Consultant).
- Track, review and respond to additional RFIs. Assume 10 RFIs.
- Track, review and respond to additional shop drawings and submittals. Assume 15

submittals/resubmittals.

- Prepare and assist in negotiating up to two minor change orders. Design documents will be revised, and a description of the change will be developed to provide to the Contractor for pricing.
- Site Visits - Conduct periodic site visits to visually confirm progress and that the construction is in accordance with the design documents as follows. Conduct inspection of the site/civil improvements, landscaping modifications, generator and ATS installation, electrical equipment installation, and control systems installations and modifications. Assume one monthly site visit for a duration of 12 months.
- Substantial Completion: Provide the following services as part of substantial completion:
  - Complete one substantial completion walkthrough by civil, mechanical and electrical/instrumentation EORs or their designee.
  - Prepare punch-list.
- Complete one final completion walkthrough by civil, mechanical, and electrical/instrumentation EORs or their designee to confirm punch-list items have been taken care of and close out project.
- Assist the City and Contractor in obtaining permit clearance from the City of Boynton Beach Building Division, if required.
- Review As-Built drawings submitted by Contractor and provide comments to Contractor. Contractor to prepare Record Drawings.
- System Commissioning services: Owner will witness field check-out and oversee Contractor during start-up and commissioning including vendor check-out.
- Consultant will review start-up and commissioning documentation submitted by Contractor and perform final inspection and checkout of system controls and operations prior to substantial completion and acceptance.
- Consultant shall review loop checkout forms and end-to-end testing forms are completed prior to scheduling Performance Acceptance Test (PAT).
- Consultant shall attend PAT (1 day) and verify test procedures are followed by Contractor to Owner's satisfaction.

<u>Task 3 Deliverables</u>

- RFI Responses.
- Shop Drawing/Submittal Review Responses.
- Change Order Documents.
- Substantial Completion Punch List.
- Contractor As-built Review Comments.

EXHIBIT B
FEES

The total fee for the Additional Services authorized by this First Amendment is $240,827.00. The total compensation shown in the table below is based on the hourly rates established in Exhibit A to the General Utilities Engineering Master Agreement. A detailed fee breakdown is attached.

Fee Summary

TASK	DESCRIPTION	ORIGINAL BUDGET INCLUDING CO#1	REVISED BUDGET	NET INCREASE/ (DECREASE)	BILLING METHOD
1	Define New Generator and Electrical Room at Well 5	$5,066.00	$5,066 .00	-	
2	Develop Tech Memo	$10,892.00	$10,891.00	-	
3	Detailed Design at Well 4-5 and 7-8	$66,628.00	$66,628.00	-	
4	Develop Bid Package	$3,002.00	$3,002.00	-	
5&6	Permitting Assistance and Advertisement	$15,579.00	$15,579.00	-	
7	Construction Services	$39,772.00	$266,092.00	$226,319.00	Hourly Not-to-Exceed
8	Closeout	$6,105.00	$6,105.00	-	
9	Project Management	$9,961.00	$24,469.00	$14,508.00	Hourly Not-to-Exceed
	Total	**$157,005.00**	**$397,832.00**	**$240,827.00**	

The City shall make payments to Carollo for services performed for this task order in accordance with Article 4 of the Agreement, and in accordance with the following requirements:

- Charges will be invoiced on a monthly basis as a percent complete or hourly rate based on the billing method.
- Mileage will be charged at the current IRS Reimbursement 2024 Rate.

Boynton Beach Utilities: Wells 4-5, 7-8 Power Improvements Project Fee Estimate Change Order No.2	LABOR HOURS													PROJECT COSTS			
	Project Manager	Technical Advisor	Construction Manager	Principal Structural Engineer	Principal I&C Engineer	I&C Engineer	Principal Electrical Engineer	Electrical Engineer	Designer/ CADD	Clerical/ Administration	TBD	TBD	Total Labor Hours	Total Labor Cost	Project Equipment Communication Expense (PECE)	Other Direct Costs	TOTAL COST
Billing Rate	$ 279	$ 279	$ 280	$ 257	$ 257	$ 202	$ 257	$ 257	$ 140	$ 92	$ 100	$ 100			$ -		
Task 1: Define New Generator and Electrical Room at Well 5	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -
Electrical- Wells 4&5; Wells 7&8 Improvements													0	$ -	$ -	$ -	$ -
Civil													0	$ -	$ -	$ -	$ -
Architectural													0	$ -	$ -	$ -	$ -
HVAC/Plumbing													0	$ -	$ -	$ -	$ -
Task 2: Develop Tech Memo	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -
Review City Building Code													0	$ -	$ -	$ -	$ -
Coordinate FPL Service Change - Wells 7 & 8													0	$ -	$ -	$ -	$ -
Four Well Sites Sketches 4-5 and 7-8													0	$ -	$ -	$ -	$ -
Write Report Sections/Develop Cost Estimate - 4 Wells													0	$ -	$ -	$ -	$ -
Meet with City													0	$ -	$ -	$ -	$ -
Finalize Report													0	$ -	$ -	$ -	$ -
Task 3: Detailed Design at Well 4-5 and 7-8	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -
Title/Index													0	$ -	$ -	$ -	$ -
Drawings and Bid Documents																	
Develop Technical Specifications													0	$ -	$ -	$ -	$ -
Review meetings--assume 3													0	$ -	$ -	$ -	$ -
Opinion of Construction Cost													0	$ -	$ -	$ -	$ -
Design Deliverables (assume ten sets, three submittals)													0	$ -	$ -	$ -	$ -
Task 4: Develop Bid Package	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -
Final Deliverable													0	$ -	$ -	$ -	$ -
Task 5 and 6: Permitting Assistance and Advertisement	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -
Answer questions from Bldg Department													0	$ -	$ -	$ -	$ -
Prepare Addenda, recommendation for award													0	$ -	$ -	$ -	$ -
Task 7: Construction Services	182	8	140	26	38	189	32	205	50	72	0	0	942	$ 221,369.00	$ -	$ 4,950.00	$ 226,319.00
Shop Drawings x 4 Wells and Generator	20	4		24	24	60	24	60		60			276	$ 58,260.00	$ -	$ -	$ 58,260.00
RFIs x 4 Wells and building	10					5		5					20	$ 5,085.00	$ -	$ -	$ 5,085.00
Review Possible Change Orders	8				4	16	4	16	32				80	$ 16,112.00	$ -	$ -	$ 16,112.00
Construction observation	8		96			12		12		12			140	$ 35,724.00	$ -	$ -	$ 35,724.00
Checkout/Startup/Shakedown at 4 Wells													0	$ -	$ -	$ -	$ -
FPL Changes	24	3	4	2	2	8	4	24	18				89	$ 21,013.00	$ -	$ -	$ 21,013.00
Schedule and Contract Reviews	24	1	16										41	$ 11,455.00	$ -	$ -	$ 11,455.00
														$ -	$ -	$ -	$ -
Prepare and Assist Negotiate two change orders													0	$ -	$ -	$ -	$ -
Monthly Site Visits (Site/Civil, Mech, Electrical, I&C)	40		16		8								64	$ 17,696.00	$ -	$ -	$ 17,696.00
Substantial Completion - Civil, Mech, Electrical I&C EOR	8					12		12					32	$ 7,740.00	$ -	$ 1,725.00	$ 9,465.00
Final Completion - Civil, Mech, Electrical, I&C EOR	8					12		12					32	$ 7,740.00	$ -	$ 1,725.00	$ 9,465.00
Review As-Builts and provide comments	8		8			8		8					32	$ 8,144.00	$ -	$ -	$ 8,144.00
Review Start-up and Commissioning documents prior to final inspection						8		8					16	$ 3,672.00	$ -	$ -	$ 3,672.00
Verify loop checkout forms and E2E testing	24					24		24					72	$ 17,712.00	$ -	$ 1,500.00	$ 19,212.00
Attend Performance Acceptance Test (PAT) to verify test procedures						24		24					48	$ 11,016.00	$ -	$ -	$ 11,016.00
Task 8: Closeout	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -
Punch list at 4 Wells													0	$ -	$ -	$ -	$ -
As builts at 4 Wells													0	$ -	$ -	$ -	$ -
Task 9: Project Management	48	4	0	0	0	0	0	0	0	0	0	0	52	$ 14,508.00	$ -	$ -	$ 14,508.00
Project Coordination	48	4											52	$ 14,508.00	$ -	$ -	$ 14,508.00
Meeting Attendance													0	$ -	$ -	$ -	$ -
TOTAL	230	12	140	26	38	189	32	205	50	72	0	0	994	$ 235,877.00	$ -	$ 4,950.00	$ 240,827.00

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CAROLLO ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

[X]	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
[X]	Scope Category B	Infrastructure Improvements and Evaluations
[X]	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

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

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

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

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

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

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

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

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

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

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

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

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

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

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

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

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

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

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

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

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CAROLLO ENGINEERING, INC.
Attn: Elizabeth Fujikawa
9897 Lake Worth Road
Suite 302
Lake Worth, FL 33467

ARTICLE 25 - INTEGRATED AGREEMENT

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

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

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

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

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

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

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

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

Attest/Authenticated:

Title

City Clerk

ELIZABETH FUJIKAWA/
LYLE MUNCE

CONSULTANT

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

Personnel Classifications	**Hourly Rate**
Principal	$279.00
Project Manager	$279.00
Senior Engineer	$202.00
Process Engineer	$202.00
Sr Electrical Egn.	$257.00
Elec. Egn.	$202.00
Process Control/Inst. Egn.	$202.00
Sr. Mechanical Engineer	$257.00
Mechanical Engineer	$202.00
Engineer	$162.00
Designer	$140.00
GIS Specialist	$185.00
CADD/Technician	$140.00
Public Relations Specialist	N/A
Construction Inspector	$141.00
Sr. Rate analyst	$202.00
Clerical/Administrative	$105.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Resolution No. R26-196- Approve Piggyback Agreement No. 26-109PB with SPATCO Energy Solutions, LLC for Fuel & Tank Cleaning/Inspection Services, pursuant to the Piggyback Exemption in Section IX.8 of the Purchasing Policy, utilizing Lee County Solicitation No. B220376LLP, in an annual amount not to exceed $50,000 (total not to exceed $100,000 if the renewal is exercised).

Requested Action: Staff recommends approval of the proposed Resolution No. R26-196.

Explanation of Request: October 20, 2026, to October 17, 2027, with ONE renewal remaining.

Procurement Services is increasingly establishing citywide contracts because, as the City extracts and consolidates more spending data across departments, purchases that were previously fragmented and hard to see are now coming to light. This visibility shows where departments are buying the same goods and services separately, often in smaller quantities, at inconsistent prices and terms. Consolidating these needs into citywide agreements allows the City to leverage its combined volume for better pricing through economies of scale, apply uniform standards across departments, and create a transparent, auditable record of how public funds are spent. It also reduces the risk of repeated small purchases that could appear to circumvent competitive thresholds and allows Procurement Services to manage vendor performance and spending in one place.

Consistent with this approach, and as part of an ongoing citywide review of fuel storage tank compliance, Procurement Services is collaborating with City departments to establish a citywide service agreement for fuel tank cleaning and inspections. This initiative supports the City's compliance with Florida's storage tank system requirements administered by the Florida Department of Environmental Protection (FDEP), specifically Florida Administrative Code (F.A.C.) Chapter 62-761, Underground Storage Tank Systems, and Chapter 62-762, Aboveground Storage Tank Systems.

The City owns fuel storage tanks and standby generator tanks at multiple facilities, including the Public Works Complex, Fire Stations, recreation facilities, and water and wastewater treatment and lift station sites. These tanks require periodic fuel polishing, cleaning, and inspection to protect fuel quality and keep emergency generators reliable. SPATCO Energy Solutions, LLC (formerly Tank Wizards Inc.) quoted $36,800.00 in Estimate No. 102870 (August 20, 2026) for initial service on 21 tanks at Lee County contract pricing. The Agreement will also be available to any City department needing additional services at Master

Agreement pricing, within the not-to-exceed amount. However, the City is requesting approval of NTE $50K annually, with a renewal for another $50K if the renewal is exercised.

Procurement Method

This is a piggyback procurement under Section IX, Alternatives to Formal Sealed Bids, of the City's Purchasing Policy. 8. Piggyback contracts significantly benefit the City of Boynton Beach by providing a cost-effective and efficient way to procure goods and services. By leveraging existing agreements with other governmental entities, the City can avoid the time-consuming and expensive process of issuing its own competitive bids. This allows quicker access to needed resources while often securing more favorable pricing due to the economies of scale achieved through larger contracts. Additionally, piggybacking enables the City to tap into pre-vetted vendors who have been thoroughly evaluated, reducing administrative burdens and the risks associated with vendor selection. Ultimately, piggyback contracts streamline procurement, save taxpayer money, and improve the efficiency of City operations. Lee County awarded this contract through a formal Invitation to Bid, and its solicitation (Section 24.1) makes the contract available to other government entities.

How will this affect city programs or services? Approval will keep the City's fuel storage tanks and standby generators clean, tested, and reliable, supporting uninterrupted operation of Fire Rescue, Utilities, Public Works, and Recreation facilities during power outages and emergencies. It also advances the City's FDEP tank compliance efforts.

Budgeted Item: Yes

Account Line Item and Description: Funding for the initial services ($36,800.00) is available in the following accounts. Future years are subject to annual appropriation.
401-2816-536.49-17
001-2511-519.49-17

Fiscal Impact: Up to $50K annually.

Attachments:
R26-196 Agenda_Item_5099-2026_-_Resolution_R26-XXX_Piggyback_-_SPATCO_Energy_Solutions.docx
Exhibit A to Resolution - 26-109PB - Vendor Executed Agreement.pdf
Exhibit A to Agreement - Master Agreement.pdf
Exhibit B to Agreement - Vendor Quotation.pdf
COI

RESOLUTION NO. R26-196

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH SPATCO ENERGY SOLUTIONS, LLC, FOR FUEL AND TANK CLEANING AND INSPECTION SERVICES, FOR A TERM COMMENCING UPON FULL EXECUTION THROUGH OCTOBER 17, 2027, WITH ONE (1) ONE-YEAR RENEWAL OPTION, IN AN ANNUAL AMOUNT NOT TO EXCEED $50,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED $100,000.00 IF THE RENEWAL OPTION IS EXERCISED; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires fuel and tank cleaning and inspection services ("Services"); and

WHEREAS, on July 21, 2022, the Lee County Board of County Commissioners ("Lee County") issued an Invitation to Bid, Solicitation No. B220376LLP, to establish a term agreement for fuel and tank cleaning and inspection services; and

WHEREAS, Lee County found Tank Wizards, Inc. to be the lowest responsive, responsible bidder and, on October 18, 2022, awarded it a contract for an initial three (3) year term from October 18, 2022, through October 17, 2025, with the option to renew for three (3) additional one (1) year terms (the "Master Agreement"); and

WHEREAS, the Third Amendment to the Master Agreement executed April 20, 2026, Tank Wizards, Inc., having restructured and been acquired, was continued as SPATCO Energy Solutions, LLC ("Vendor"), under the same terms, conditions, and specifications of the Master Agreement; and

WHEREAS, Lee County has renewed the Master Agreement for a second renewal term from October 18, 2026, through October 17, 2027, with one (1) one-year renewal option remaining; and

WHEREAS, Section IX, Alternatives to Formal Sealed Bids, Paragraph 8, Piggy-backing, of the City's Purchasing Policy Manual authorizes the City to piggyback contracts awarded by other governmental agencies where the originating entity complied with requirements equal to or exceeding the City's requirements; and

WHEREAS, City staff is requesting the City enter into a Piggyback Agreement with the Vendor to obtain the Services at competitively established pricing; and

RESOLUTION NO. R26-196

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor for fuel and tank cleaning and inspection services in an annual amount not to exceed $50,000.00, for a total amount not to exceed $100,000.00 if the renewal option is exercised.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for fuel and tank cleaning and inspection services, for a term commencing upon full execution through October 17, 2027, with one (1) one-year renewal option, in an annual amount not to exceed $50,000.00, for a total amount not to exceed $100,000.00 if the renewal option is exercised (the "Piggyback Agreement"), in form and substance similar to that attached as **Exhibit A**.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

RESOLUTION NO. R26-196

PASSED AND ADOPTED this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SPATCO ENERGY SOLUTIONS, LLC

This Piggyback Agreement is made as of this __ day of _____, 2026, by and between SPATCO Energy Solutions, LLC (EIN 84-3846075), a Delaware limited liability company registered to do business in the State of Florida, with a principal address of 301 McCullough Dr. Ste 500, Charlotte, NC 28262, 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 July 21, 2022, Lee County Board of County Commissioners ("Lee County"), a political subdivision of the State of Florida, issued an Invitation to Bid (ITB) to establish a term agreement for fuel & tank cleaning and inspections services; and

WHEREAS, Lee County Board of County Commissioners found Tank Wizards Inc., to be the lowest responsive, responsible bidder, and on October 18, 2022, awarded it a contract pursuant to Solicitation No. B220376LLP for an initial three (3) year term of October 18, 2022, through October 17, 2025, with the option to renew for three (3) additional one (1) year terms by mutual agreement of the parties (the "Master Agreement"); and

WHEREAS, by Third Amendment to the Master Agreement executed April 20, 2026, Tank Wizards Inc., having restructured and been acquired, was continued as SPATCO Energy Solutions, LLC ("Vendor"), under the same terms, conditions, and specifications of the Master Agreement; and

WHEREAS, Lee County has renewed the Master Agreement for a second renewal term from October 18, 2026, through October 17, 2027, under the same terms and conditions as the original award, with one (1) one-year renewal option remaining; and

WHEREAS, the City desires to obtain Fuel & Tank Cleaning/Inspection services ("Services") from Vendor; and

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

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as **Exhibit A**, and Vendor has quoted the initial Services at Master Agreement pricing as set forth in Vendor's Estimate No. 102870 dated August 20, 2026, attached as **Exhibit B**, and has agreed to provide any additional Services available under the Master Agreement at Master Agreement pricing.

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 upon full execution by the parties and will remain in effect until October 17, 2027, with one (1) one-year renewal option for the period of October 18, 2027, through October 17, 2028 (collectively the "Term"). The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement, and this Agreement shall automatically terminate upon the expiration or earlier termination 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 "Lee County," the "County," or the "Lee County Board of County Commissioners" 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 Fifty Thousand Dollars ($50,000.00) for each year of the Term, for a total amount not to exceed One Hundred Thousand Dollars ($100,000.00) if the renewal option is exercised The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

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: Jason Alcamo, Account Manager
SPATCO Energy Solutions, LLC
7619 Coral Drive
Melbourne, FL 32904
Mobile: (321) 474-4933 / Office: (321) 285-8878
Email: Jason.alcamo@spatco.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 date(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the date(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

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

6. **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 5. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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 or electronic signature shall constitute an original signature for all purposes. Each person signing this

Agreement on behalf of either Party individually warrants that he or she has full legal power to execute 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 for convenience by the City with at least fourteen (14) days' advance written notice to Vendor. Vendor acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience, including in the form of City's obligation to provide advance written notice to Vendor of such termination in accordance with this section. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by City pursuant to this section, Vendor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable, and City shall have no further obligation to pay Vendor for Services under this Agreement. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement.

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, 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 insureds on the General

Liability policy, including Products and Completed Operations coverage, and shall list the City of Boynton Beach as certificate holder. Vendor shall maintain, at a minimum, the coverages and limits required by Exhibit C to the Master Agreement, including Pollution Liability coverage, throughout the Term.

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.** This Agreement, including Exhibits A and B and 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.

29. **PROHIBITION ON USE OF CITY FUNDS FOR DIVERSITY, EQUITY, AND INCLUSION MATERIAL.** Pursuant to Section 287.139, Florida Statutes, the vendor certifies that it does not, and will not, use any City funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as those terms are defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. This certification applies to any contract or grant executed or renewed on or after January 1, 2027. It restricts only the use of City funds and does not apply to equal opportunity or anti-discrimination materials required by state or federal law, or to programs that the vendor funds with its own resources

30. **LICENSES, REGISTRATIONS, AND REPORTS.** Upon reasonable request, Vendor shall provide the City with copies of its current Florida Department of Environmental Protection registrations required under the Master Agreement and shall maintain them throughout the Term.

31. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms of this Agreement and the Master Agreement, the terms of this Agreement shall control. Provisions of the Master Agreement that are specific to Lee County, including those concerning venue, Lee County ordinances, the Lee County public records custodian, insurance certificate holder information, local business tax requirements, and Lee County locations, shall not apply to the City and are superseded by the corresponding provisions of this Agreement.

32. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the City and Vendor, and nothing in this Agreement shall be construed to confer any right, benefit, or remedy upon any other person or entity.

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

SPATCO ENERGY SOLUTIONS, LLC

(Signature)

Scott Atterbury

Print Name of Authorized Official

CFO

Title

Spatco Energy Solutions, LLC CORPORATE SEAL 704-599-7600

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Carrie DelVecchio

Print Name

EXHIBIT A
MASTER AGREEMENT BETWEEN LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND SPATCO ENERGY SOLUTIONS, LLC

EXHIBIT B

VENDOR QUOTATION (ESTIMATE NO. 102870 DATED AUGUST 20, 2026)

Advertise Date: Thursday, July 21, 2022

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.:	B220376LLP
Solicitation Name:	FUEL & TANK CLEANING/INSPECTION
Open Date/Time:	**Tuesday, August 23, 2022** Time: 2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901
Procurement Contact:	Laura L. Purks Title Procurement Analyst
Phone:	(239) 533-8830 Email: **lpurks@leegov.com**
Requesting Dept.	Facilities Construction & Management

Pre-Bid Conference:

Type:	No meeting scheduled at this time
Date/Time:	Click or tap to enter a date.
Location:	Administration Building 2115 Second Street 1st Floor Fort Myers, FL 33901

All solicitation documents are available for download at
www.leegov.com/procurement

Advertisement Date: 7/21/2022

Notice to Bidder

Invitation to Bid (B)

Lee County, Florida, is requesting bids from qualified individuals/firms for

FUEL & TANK CLEANING/INSPECTION

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Tuesday, August 23, 2022

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement
Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Laura L. Purks lpurks@leegov.com

Sincerely,

Adam Brooke, CPPO, CPPB
Procurement Manager
*WWW.leegov.Com/Procurement is the County's official posting site

Terms and Conditions
INVITATION TO BID (B)

1. DEFINTIONS
   - 1.1. **Addendum/Addenda**: A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
   - 1.2. **Approved Alternate**: Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
   - 1.3. **Bid/Proposal Package**: A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
   - 1.4. **Bidder/Responder/Proposer**: One who submits a response to a solicitation.
   - 1.5. **County**: Refers to Lee County Board of County Commissioners.
   - 1.6. **Due Date and Time/Opening**: Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
   - 1.7. **Liquidated Damages**: Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
   - 1.8. **Procurement Management**: shall mean the Director of Lee County's Procurement Management Department or designee.
   - 1.9. **Responsible**: A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
   - 1.10. **Responsive**: A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
   - 1.11. **Solicitation**: An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE
   - 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
     - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
     - 2.1.2. Lee County Procurement Management Ordinance 22-06
     - 2.1.3. Change Order
     - 2.1.4. Agreement
     - 2.1.5. Addenda
     - 2.1.6. Special Conditions
     - 2.1.7. Detailed Scope of Work/Specifications
     - 2.1.8. Supplemental Information, if any
     - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES
   - 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
     - 3.1.1. Lee County Procurement Management Ordinance 22-06
     - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

3.1.3. FL § 215 regarding scrutinized companies and business operations.
3.1.4. FL § 218 Public Bid Disclosure Act.
3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.

3.2. **Local Business Tax Account**: As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.

3.3. **License(s)**: Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
4.1.1. Marked with the words "Sealed Bid"
4.1.2. Bid Number
4.1.3. Bid Title
4.1.4. Bid Due Date
4.1.5. Name of the firm submitting the bid
4.1.6. Contact e-mail and telephone number

4.2. **Bid submission shall include**:
4.2.1. Provide two (2) hard copies. Mark each: one "Original", one "Copy"
4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
4.2.5. Do not lock files.

4.3. **Submission Format**:
4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters across the form.
4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
4.3.5. The submission should not contain links to other web pages.
4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
4.3.7. Bid Security/Bond(s), as applicable (Construction projects)

4.4. **Preparation Cost**: The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.

5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.

5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

6.1. **Responsive and Responsible**: Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.

6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.2. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.

6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.

6.1.3.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **BID--Past Performance**: Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.

6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.

7.2. **Non-Mandatory**: Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

7.3. **Mandatory**: Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warrantees will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warrantied for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County**, no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.

10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. NEGOTIATED ITEMS

11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.

11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

13. CONFIDENTIALITY

13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.

13.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

13.3. Lee County ***will not*** **reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID CONFLICT OF INTEREST

14.1. **Business Relationship Disclosure Requirement**: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**

16. DRUG FREE WORKPLACE

16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

17. FLORIDA CERTIFIED ENTERPRISES

17.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.

17.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit

bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SUB-CONTRACTOR
    19.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

20. BID - PROJECT GUIDELINES (as applicable)
    20.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
        20.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
        20.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
        20.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
        20.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
        20.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
        20.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

21. BID – TIEBREAKER
    21.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.
        21.1.1. Step 1 - Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder. **If local preference is prohibited by the funding source, then step 2 will replace step 1.**
        21.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program.
        21.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
    21.2. When the tie has been broken pursuant to the above procedures, the contract award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
    21.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder, if necessary.

22. WITHDRAWAL OF BID
    22.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
    22.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
    22.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
        22.3.1. The bidder acted in good faith in submitting the bid,

22.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,

22.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and

22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

23. PROTEST RIGHTS

23.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.

23.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.

23.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.

23.4. In order to preserve the right to protest, a written **"*Notice Of Intent To File A Protest*" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision**.

23.4.1. The notice shall clearly indicate all grounds being claimed for the protest.

23.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.

23.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond"** and "**Formal Written Protest**" must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.

23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

24.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

25. CONTRACT ADMINISTRATION

25.1. **Designated Contact:**

25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.

25.1.2. Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

25.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**

25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.

25.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

25.3. **BID – Basis of Award:**

25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.

25.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

25.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.

25.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

25.4. **Agreement/Contracts:**

25.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at http://www.leegov.com/procurement/forms.

25.5. **Records:**

25.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

25.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

25.5.2.1. Keep and maintain public records required by the County to perform the service.

25.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

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

25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

25.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit http://www.leegov.com/publicrecords.**

25.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful

bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

25.6. **Termination:**

25.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

25.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.

25.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over $1,000,000:

25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

25.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

26. WAIVER OF CLAIMS

26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

27. LEE COUNTY PAYMENT PROCEDURES

27.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.

27.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

27.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

28. SAFETY DATA SHEETS (SDS) (as applicable)

28.1. It is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.

29. DEBRIS DISPOSAL (as applicable)

29.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

30. SHIPPING (as applicable)

30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

30.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

31. LOCAL VENDOR PREFERENCE

31.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.

31.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.

31.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

32. INSURANCE (AS APPLICABLE)

32.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Insurance Requirements including Pollution Liability

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

   $1,000,000 per occurrence
   $2,000,000 general aggregate
   $1,000,000 products and completed operations
   $1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

   $1,000,000 combined single limit (CSL)

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

   $500,000 per accident
   $500,000 disease limit
   $500,000 disease – policy limit

d. **Pollution Liability** - Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

   $1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

**The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

LEE COUNTY
SOUTHWEST FLORIDA

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The certificate holder shall read as follows:**

      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902

   b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

   c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's Standard Terms and Conditions or the Scope of Work.

1. TERM

1.1 The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

2.1 The basis of award shall be determined by the lowest *Project Total* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

2.2 Vendors shall bid all line items within both categories *(Fuel & Tank Cleaning/Inspection, Biocide Additives)*. Failure to do so may result in a non-responsive determination at the County's discretion.

3. ESTIMATED QUANTITIES

3.1 Quantities provided on the bid schedule are estimated. Services for each location will be on an as needed basis as determined by the County.

4. PRICING

4.1 This is an annual contract, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by the issuance of a Purchase Order, by the requesting department(s) or other government entity.

5. ANNUAL PRICE ADJUSTMENTS

5.1 Price adjustments, if agreed to by the County, (whether an increase or decrease) will be based on the change in the Consumer Price Index for the preceding 12-months as calculated and published by the United States Department of Labor.

6. REQUIRED SUBMITTALS/DOCUMENTATION

6.1 Vendor is requested to provide with bid submittal the below items. The County reserves the right to request additional documentation of clarification at any point prior to award and during term of Agreement, inclusive of any renewals. Failure to provide requested submittal documents in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.

6.1.1 Primary contact number, name and 24/7 emergency contact number.

6.1.2 Verification of registration as a Used Oil Transporter, Transfer Facility, Filter Transporter, and Filter Transfer Facility by the Florida Department of Environmental Protection (FDEP). (40 CFR 279.40 & 49 CFR 171-180)

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide fuel tank cleaning and fuel polishing services to the County on an as needed basis.

1.2. The list found in Attachment 1 is a description of the tanks and locations covered under this Agreement. Site locations and fuel tanks may be added or deleted to this Agreement, as necessary. All Gallon capacities referenced in Attachment 1 represent tank capacity and should not be representative of actual gallon of fuel contained therein or to be cleaned.

2. GENERAL INFORMATION

2.1 Vendor shall furnish and bear all expenses for labor, materials, supervision, equipment, permitting, transportation, insurance, and tools to perform all services as required under this Agreement.

2.2 The Vendor shall supply a minimum of two (2) workers, for a given project, depending on project needs. The County is unable to supply the Vendor with a helper when performing contractual duties.

2.2.1 The Vendor shall be fully responsible for all safety measures relating to cleaning and polishing processes. This includes, but is not limited to, the provision of adequate ventilation arrangements in confined spaces to deal with any hazardous atmospheres created by the processes, the earthing and bonding of equipment and the provision of the correct personal and respiratory protective equipment for the working environment.

2.3 Vendor shall provide emergency service twenty-four (24) hours a day, seven (7) days a week.

2.4 This Agreement requires strict adherence to the Florida Administrative Code (FAC) Chapter 62-762 rule: “Above Ground Storage Tank Systems” and 62-761 rule: “Underground Storage Tank Systems”. The Vendor shall be considered an expert in the industry and shall provide to the County notifications of changes to compliance requirements for fueling systems, treatment of tanks and management of all fuel storage equipment.

2.5 All work shall be performed complying with all recommended safety practices by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and the National Fire Protection Association (NFPA).

2.6 Fuel tanks shall be tested and cleaned Monday through Friday 7 AM to 5 PM. Departments can schedule outside this timeframe depending on the need.

3. INVOICES

3.1 Invoices must include the following:

- Department
- P.O. Number
- Work Site
- Address
- The body of the invoice shall state the detailed work completed.

4. QUALIFICATIONS

4.1 Vendor shall have a minimum of three (3) years’ experience and provide three (3) references of similar size and scope.

4.2 Hold the current registrations listed below from the Florida Department of Environmental Protection (FDEP):

- Used Oil Transporter
- Transfer Facility
- Filter Transporter
- Filter Transfer Facility

4.2.1 Copy of Registration should be submitted with the bid submittal or within three (3) days of the County’s request. Annual renewals must be maintained by the Vendor during the entire Agreement period. Failure to provide current registration within the required timeframe may result in the County deeming the Vendor as non-responsive.

4.2.2 Any subcontractors employed by the Vendor shall be licensed and insured and ensuring their performance in accordance with the requirements of this solicitations is the responsibility of the Vendor.

9. DEPARTMENTS

Each Department has different needs and the schedules as listed below:

10.1 Utilities

10.1.1 Testing is required on diesel fuel tanks over 1,000 gallons every six-months.

10.1.2 Fuel polishing is on an as needed basis.

10.2 Facilities Construction & Management

10.2.1 Testing is required on diesel fuel tanks over 500 gallons annually.

10.2.2 Fuel polishing is on an as needed basis except for the following locations, these facilities will receive fuel polishing immediately after the fuel test.

- Emergency Operations Center
- Public Safety Building
- Emergency Communication Center

10.3 Fleet

10.3.1 Fuel testing and polishing will be on an as needed basis for the fuel tanks at the Fleet facility.

10.3.2 Fuel testing for the backup generators will be annually.

10.3.3 Fuel Polishing for the backup generators will be on an as needed basis.

11. ADDITIONAL INSTRUCTIONS

11.1 Since the County's infrastructure is always evolving, the locations, quantities, types, and physical locations of fuel storage systems serviced by this Agreement may change over time. The County shall keep the Vendor apprised of such changes as they occur. The County reserves the right to add/delete locations and units.

11.2 When a County representative requests the services of draining any used or wasted petroleum products from a tank or container, the Vendor shall remove the contents of the tank with no more than two (2) inches of remaining contents.

5. TECHNICAL SPECIFICATIONS

5.1 TESTING/AUDIT PROCESS

5.1.1 Complete a field report of the fuel and covered equipment's condition, including, but not limited to:

- Emergency vents
- Vent tube
- Fuel gauge
- Fill cap
- Drop/fill tubes
- Gaskets

5.1.2 Take a fuel sample from the bottom part of the tank and conduct an interior video inspection of tank.

5.2 ANALYSIS REPORTS

5.2.1 Provide an analysis report, analysis testing to include:

3.3.1. Bacteria, sediment & water percentage volume
3.3.2. API Gravity @ 60F
3.3.3. IBP ASTM D86
3.3.4. Distillation percentage recovered at 10-percent, 50-percent, and 90-percent
3.3.5. End point
3.3.6. Percent residue
3.3.7. Cetane
3.3.8. Sulfur (in ppm)
3.3.9. Bacteria

5.2.2 Vendor shall supply all analysis results to the County designee, this includes pre-samples. The County designee will decide if fuel polishing by filtering the fuel or by fuel extraction is required. If fuel extraction is required, Vendor must possess all licenses and current certification required by any governing bodies.

5.3 CLEANING/POLISHING PLUS INHIBITOR / FINAL ANALYSIS

5.5.1 Fuel Polishing (filtering the fuel)

5.3.2 Vendor shall complete a six-stage closed loop filtration system, or similar system, to include:

- 0.5/1-micron bag filter under suction
- (3) 1-micron bag filters under suction
- Filtration from 1 to 0.5-micron canister; under pressure
- Oil/water separation through coalescing unit; under pressure
- Final pass through (2) water absorption filters

5.3.3 The Vendor shall set up suction and discharge hoses to create a flow through filtration process. Fuel shall be drawn from the low point, processed through the filtration unit, and returned to the opposite end of the tank. During the suction process, the Vendor shall move the suction wand around the tank to reach as much of the tank residues as possible. The amount of fuel within each tank shall be turned over (or processed) as many times as necessary, until the fuel is clean:

- 500-gallons processed three (3) times equals 1,500 gallons filtered. Fuel filter size shall be determined based on the quantity and type of contaminants. The final filtration shall be with a two (2) to five (5) micron level and treated with FQS 1.5 Biocide and a Fuel Catalyst with lubricity enhancer (Power Max Plus) to rebuild the fuel.

5.3.4 Remove water, microbiological growth, and sludge contamination from covered equipment.

5.3.5 Add bacterial and fungal growth inhibitor to tank two (2) to three (3) weeks before cleaning and right after cleaning.

5.3.6 Properly dispose of sludge, waste and waste associated to the service

5.3.7 Verify proper operation.

5.3.8 Vendor shall sample the bottom of the tank after the filtering is complete to verify all contaminants have been removed and an analysis will be done of the fuel checking the following:

- Octane and cetane levels
- Particulate levels
- Microbe test
- A fuel sample will be sent to a third-party laboratory for additional ASTM Analysis.

5.4 DISPOSAL

5.4.1 If fuel and waste is extracted from a fuel tank, it is considered hazardous waste and shall only be handled by a company authorized to do so. All hazardous waste must be disposed of at an approved regulated facility.

5.4.2 Vendor shall transport and dispose of any used or wasted petroleum products in accordance with all applicable local, county, state, and/or federal regulations. Vendor shall provide proof of registered Used Oil Handlers approval as required in Section 4.2.1.

5.5 BIOCIDE ADDITIVES

5.5.1 Biocide shall be used to kill microbial growth and the Vendor shall follow manufacturer's instruction for the recommended dose (i.e., one (1) gallon of FQS 1.5 Biocide per 10,000 gal of fuel minimum).

End of Scope of Work and Specifications Section

ATTACHEMENT 1

Site# Facility Name/Address, City, State, Zip	Site #	Tank #	AST/UST	Install Year	Capacity	Contents
Lee Cnty-Dept Of Trans & Engin #1	1	1	AST	2004	5,200	Unleaded Gas
190 Evergreen Rd	1	2	AST	2004	5,200	Vehicular Diesel
North Fort Myers, FL 33903						
Lee Cnty-Corkscrew Wtp	2	1	AST	1991	2,000	Emerg Generator Diesel
16101 Alico Rd	2	2	AST	1996	6,000	Emerg Generator Diesel
Fort Myers, FL 33913						
Lee Cnty AWWTP-Fiesta Village	3	1	AST	2012	2,000	
1366 San Saudi Dr	3	2	AST	2015	4,600	Emerg Generator Diesel
Fort Myers, FL 33919						
Lee Cnty Wtp- Waterway	4	1	AST	1985	1,800	
4271 Saint Clair Ave W	4	2	AST	2012	2,000	Emerg Generator Diesel
North Fort Myers, FL 33903						
Lee Cnty WTP-Green Meadows	5	1	AST	2007	6,000	Emerg Generator Diesel
Reeves Rd						
Fort Myers, FL 33912						
Lee Cnty Util-S Water Dist	6	1	AST	1997	1,000	Emerg Generator Diesel
6500 South Ponte Blvd						
Fort Myers, FL 33333						
Lee Cnty Util-Olga WTP	7	1	AST	1998	6,000	Emerg Generator Diesel
1450 Werner Dr						
Alva, FL 33920						
Lee Cnty Util-N Water Dist	8	1	AST	1998	6,000	
7351 Samville Rd						
North Fort Myers, FL 33902						
Lee Cnty-WW Collection Pump	9	1	AST	1997	2,000	Emerg Generator Diesel
Stat #482, Sr 80						
Fort Myers, FL 33905						
Lee Cnty-WW Collection Pump	10	1	AST	1997	3,000	Emerg Generator Diesel
Stat #480						
Ballard Rd & Markland						
Fort Myers, FL 33916						
Lee Cnty-Ww Collection Pump Stat #481	11	1	AST	1997	2,000	Emerg Generator Diesel
SR 80 & Louise St						
Fort Myers, FL 33905						
Lee Cnty Justice Ctr	12	1	UST	2005	15,000	Emerg Generator Diesel
1700 Monroe St	12	2	UST	2003	6,000	Emerg Generator Diesel
Fort Myers, FL 33902						
Lee Cnty-Vehicle Maint	13	1	UST	1991	10,000	Unleaded Gas
2955 Van Buren St	13	2	UST	1991	4,000	Vehicular Diesel
Fort Myers, FL 33901	13	3	UST	1991	10,000	Waste Oil
	13	4	AST	2005	1,000	Emerg Generator Diesel
	13	5	AST	2007	1,000	New/Lube Oil
Lee Cnty Lehigh Depot	14	1	AST	1993	500	Unleaded Gas
6501 Industry Ave	14	2	AST	1993	2,000	Vehicular Diesel
Lehigh Acres, FL 33936						
Lee Cnty-Solid Waste Resource	15	1	AST	1994	1,000	Vehicular Diesel
Recovery Fac	15	2	AST	2010	10,000	Vehicular Diesel
10500 Buckingham Rd	15	3	AST	2010	2,000	Unleaded Gas
Fort Myers, FL 33905						

ATTACHEMENT 1

Site# Facility Name/Address, City, State, Zip	Site #	Tank #	AST/UST	Install Year	Capacity	Contents
Midpoint Toll Plaza 1930 SE 23rd Ter Cape Coral, FL 33990	16	1	AST	1997	1,000.	Emerg Generator Diesel
Lee Cnty-WWTP 17155 Pine Ridge Rd Fort Myers, FL 33931	17	1	AST	1999	10,000	Emerg Generator Diesel
Lee Cnty Dot-operations Ctr	18	1	AST	2004	10,000	Unleaded Gas
5560 Zip Dr	18	2	AST	2000	10,000	Vehicular Diesel
Fort Myers, FL 33905						
Lee Cnty-Pine Island WWTP 6928 Stringfellow Rd St James City, FL 33956	19	1	AST	2001	2,175	Emerg Generator Diesel
Lee Hendry Regional Solid	20	1	AST	2002	8,000	Vehicular Diesel
Waste Disposal Fac 5500 Church Rd	20	2	AST	2015	8,000	Vehicular Diesel
Felda, FL 33930						
Lee Cnty-Three Oaks Wwtp	21	1	AST	1994	250	
18521 Three Oaks Pkwy	21	2	AST	2000	150	
Estero, FL 33928	21	3	AST	2003	1,400	
Lee Cnty-Pinewoods Wtp	22	1	AST	2008	7,200	Emerg Generator Diesel
11950 Corkscrew Rd	22	2	AST	2003	1,400	
Estero, FL 33928						
Lee Cnty-Gateway Wwtp	23	1	AST	1999	1,000	
13240 Griffin Drive	23	2	AST	2010	6,000	Emerg Generator Diesel
Fort Myers, FL 33913						
Lee Cnty-Medical Examiner 70 Danley Dr Fort Myers, FL 33333	24	1	AST	2004	2,500	Emerg Generator Diesel
Lee Cnty-WW Collection Pump Station #263 806 South St Fort Myers, FL 33931	25	1	AST	2003	1,000	Emerg Generator Diesel
Cape Coral City Toll Plaza 10100 College Pkwy Fort Myers, FL 33931	26	1	AST	2007	1,000	
Lee Cnty Public Safety Bldg 14750 Six Mile Cypress Pky Fort Myers, FL 33912	27	1	AST	2007	10,000	Emerg Generator Diesel
Lee Cnty Stockade	28	1	AST	2001	2,000	Emerg Generator Diesel
2501 Ortiz Ave	28	2	AST	2008	8,000	Emerg Generator Diesel
Fort Myers, FL 33905	28	3	AST	2004	5,200	Emerg Generator Diesel
Lee Cnty-Gun Range Site B 6570 East Ave Fort Myers, FL 33905	29	1	AST	2005	2,000	Emerg Generator Diesel
Lee Cnty Bocc-Airport Haul Reservoir	30	1	AST	2005	6,000	Emerg Generator Diesel
16000 Airport Haul Rd	30	2	AST	2009	6,000	Emerg Generator Diesel
Fort Myers, FL 33912						

ATTACHEMENT 1

Site# Facility Name/Address, City, State, Zip	Site #	Tank #	AST/UST	Install Year	Capacity	Contents
Lee Cnty-North Lee Cnty Ro Wtp	31	1	AST	2005	12,000	Emerg Generator Diesel
18250 Durrance Rd	31	2	AST	2005	3,000	Emerg Generator Diesel
North Fort Myers, FL 33917	31	3	AST	2011	4,500	Emerg Generator Diesel
Lee Cnty-Emerg Oper Ctr	32	1	AST	2016	1,845	
2665 Ortiz Ave	32	2	AST	2012	12,000	Emerg Generator Diesel
Fort Myers, FL 33905	32	3	AST	2012	12,000	Emerg Generator Diesel
	32	4	AST	2012	12,000	Emerg Generator Diesel
Lee Cnty-Sanibel Toll Fac						
18700 Mcgregor Blvd	33	1	AST	2007	1,000	Generator/Pump Diesel
Fort Myers, FL 33908						
Lee Cnty Bocc - Pine Ridge Rd Govt Complex						
15660 Pine Ridge Road	34	1	AST	2009	6,000	Unleaded Gas
Fort Myers, FL 33908	34	2	AST	2009	6,000	Generator/Pump Diesel
Lee Cnty Administration East						
2201 Second Street	35	1	AST	2009	3,000	Emerg Generator Diesel
Fort Myers, FL 33901						
Lee County 5 Plex Player Development Facility						
4301 Edison Ave	36	1	AST	2009	500	Diesel/Unleaded Gasoline
Fort Myers, FL 33916						
Lee Cnty BoCC-EMS Hangar Fac						
2390 N. Airport Road	37	1	AST	2009	1,475	Emerg Generator Diesel
Fort Myers, FL 33907						
Public Works Bldg						
1500 Monroe Street	38	1	AST	2009	300	Diesel
Fort Myers, FL 33901						
Lee County Constitutional Bldg						
2480 Thompson Street	39	1	AST	2009	500	Diesel
Fort Myers, FL 33901						
Lee Cnty Admin Bldg						
2115 Second Street	40	1	AST	2010	1,400	Emerg Generator Diesel
Fort Myers, FL 33901						
Lee Cnty-San Carlos Wwtp						
18078 Cypress Point Rd	41	1	AST	2006	366	Emerg Generator Diesel
Fort Myers, FL 33967						
Lee Cnty Bocc-Lift Stat #2237						
17061 John Morris Rd	42	1	AST	2005	600	Emerg Generator Diesel
Fort Myers, FL 33908						
Lee Cnty Bocc-Lift Stat #3345						
12720 Metro Pkwy	43	1	AST	2012	600	Emerg Generator Diesel
Fort Myers, FL 33966						
Lee Cnty Bocc-Lift Stat #6600						
779 Pondella Rd	44	1	AST	2012	1,000	Emerg Generator Diesel
Fort Myers, FL 33903						
Lee Cnty Bocc-Lift Stat #4467						
4481 Underwood Drive	45	1	AST	2013	600	Emerg Generator Diesel
Fort Myers, FL 33905						
Nfm Rec Ctr						
2000 N Recreation Pkwy	46	1	AST	2013	600	Emerg Generator Diesel
North Fort Myers, FL 33903	46	2	AST	2013	3,000	Emerg Generator Diesel
Lee Cnty Emer Opr-Bonita Springs Ymca						
27200 Kent Road	47	1	AST	2003	750	Emerg Generator Diesel
Bonita Springs, FL 34135						

ATTACHEMENT 1

Site# Facility Name/Address, City, State, Zip	Site #	Tank #	AST/UST	Install Year	Capacity	Contents
Lee Tran-Admin-Oper & Maint Facility						
3401 Metro Parkway	48	1	AST	2014	20,000	Vehicular Diesel
Fort Myers, FL 33901	48	2	AST	2014	20,000	Vehicular Diesel
	48	3	AST	2014	10,000	Unleaded Gas
	48	4	AST	2014	10,000	Emerg Generator Diesel
	48	5	AST	2014	1,000	Waste Oil
Lee Cnty Transit System						
6035 Landing View Rd	49	1	AST	1993	1,000	Waste Oil
Fort Myers, FL 33905	49	2	AST	1996	4,000	Unleaded Gas
	49	3	AST	1996	20,000	Vehicular Diesel
Estero Recreation Center						
9200 Corkscrew Palms Blvd	50	1	AST	2005	3,000	Emerg Generator Diesel
Estero, FL 33928						
Lee Bocc-Emer Opr-Germain Arena						
11000 Everblades Pkwy	51	1	AST	2015	4,000	Emerg Generator Diesel
Estero, FL 33928						

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

Form # **Title/Description**

1 ***Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.

Verify that all Addenda and tax identification number have been provided.

1a ***Bid/Proposal Form***

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.

*** ***Business Relationship Disclosure Requirement***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled** *"INTERESTIN COMPETITIVE BID FOR PUBLIC BUSINESS" (*Required by § 112.313(12)(b), F.S.*)* to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.00.

2 ***Affidavit Certification Immigration Laws***

Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3 ***Reference Survey***

Provide this form to reference respondents. For Bids, this form will be **requested from the apparent low Bidder prior to the award. (not required to submit with bid)**

1. **Section 1**: Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2**: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4**: The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be provided upon request.
6. Failure to obtain reference surveys may make your company non-responsive.

4 ***Negligence or Breach of Contract Disclosure Form***

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation, enter "None" in the first "type of incident" block** of the form. Please do not write N/A on this form.

5 ***Affidavit - Principal Place of Business***

Certifies Bidder's location information.

6 ***Sub-Contractor/Consultant List***

To be completed and returned when sub-contractors/consultants are to be utilized and are known at the time of the submission.

7 ***Public Entity Crime Form***

Any person or affiliate, as defined by statute, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to the County; may not submit a Bid on a contract with the County for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the County; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8 ***Minimum Qualifications Requirements***

Bidder's must meet the minimum qualification requirements as specified in Form 10 to qualify for consideration of award.

* ***Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

* ***Include any licenses or certifications requested***

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder's responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted)

Form 1 – Solicitation Response Form

LEE COUNTY PROCUREMENT MANAGEMENT

SOLICITATION RESPONSE FORM

Date Submitted: _____ Bid Due Date: 8/19/2022

SOLICITATION IDENTIFICATION: B220376LLP

SOLICITATION NAME: FUEL & TANK CLEANING/INSPECTION

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS:

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

NOTE **REQUIREMENT**: IT IS THE **SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

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

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

Tax Payer Identification Number: _____

(1) Employer Identification Number -or- (2) Social Security Number:

*** Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. *(a sample is attached for your reference)*

1 ***Collusion Statement:*** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 ***Scrutinized Companies Certification:***

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

3 ***Business Relationship Disclosure Requirement:*** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee**.**
If this disclosure is applicable request form *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b),* FL § *(1983))* to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ ***Business Relationship Applicable (request form)*** ☐ ***Business Relationship NOT Applicable***

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate. ☐ Yes ☐ No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

Company Name *(Name printed or typed)*

Authorized Representative Name *(printed or typed)*

(Affix Corporate Seal, as applicable)

Authorized Representative's Title (*printed or typed)*

Witnessed/Attested by: *(Witness/Secretary name and title printed or typed)*

Authorized Representative's Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number	655555
FEI/EIN Number	5111111111
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999

Sample Only

IMPORTANT:
For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).
With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: **B220376LLP – FUEL & TANK CLEANING/INSPECTION**

Please use excel document to submit information.

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the completed Bid Schedule. The Excel document contains formulas for convenience; however, it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations within Excel document(s).

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail, and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

Vendor shall review the Special Conditions and Scope of Work/Specifications for additional details.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B220376LLP** SOLICITATION NAME: FUEL & TANK CLEANING/INSPECTION

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

_____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ _____day of _____20____, by _____who has produced
(Print or Type Name)
_____as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 Reference Respondent Information		Please return completed form to:
FROM:		**Bidder/Proposer:**
COMPANY:		**Due Date:**
PHONE #:		**Total # Pages:** 1
FAX #:		**Phone #:** **Fax #:**
EMAIL:		**Bidder/Proposer E-Mail:**

Section 2	Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	**Indicate: "Yes" or "No"**
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 **Please submit non-Lee County employees as references**

_____
Reference Name (Print Name)

_____
Reference Signature

Form 4 -Negligence or Breach of Contract Disclosure Form

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident *Alleged Negligence or Breach of Contract*	**Incident Date And Date Filed**	**Plaintiff** *(Who took action against your company)*	**Case Number**	**Court** *County/State*	**Project**	**Claim Reason** *(initial circumstances)*	**Final Outcome** *(who prevailed)*

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: Of Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

_____ _____
Printed name of authorized signer Title

⇒_____ _____
Authorized Signature Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____20___, by _____who has produced
(Print or Type Name)
_____as identification.
(Type of Identification and Number)

Notary:
State of _____
County of _____

⇒_____ _____
Notary Public Signature Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____Lee County
_____Non-Local

   Local Business Tax License # _____

2. Address of Principal Place of Business: _____

   _____

3. Number of years at this location ____ years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years ____Yes* ____No *If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract ____ _____
6. Does your company have a Drug Free Workplace Policy ____Yes ____No

Form 6 - Sub-contractor/consultant List

SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to_____
(*Print name of the public entity*)

by_____
(*Print individual's name and title*)

for_____
(*Print name of entity submitting sworn statement*)

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
    1. A predecessor or successor of a person convicted of a public entity crime:
    or:
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies*.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(*Signature*)

_____
(*Date*)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____day of _____20___, by _____who has produced
(Print or Type Name)

_____as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

MINIMUM QUALIFICATION REQUIREMENTS

FOR

B220376LLP -Fuel & Tank Cleaning/Inspection

Vendor(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Vendor(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Vendors. A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Vendor(s).

1. PRIMARY CONTACT INFORMATION:

Primary Contact Name: _____

Primary Contact Number:

_____ (Mobile) _____ (Office) _____ (Other)

24/7 Emergency Contact Number:

_____ (Mobile) _____ (Office) _____ (Other)

2. REGISTRATIONS:

Used Oil Transporter Registration Included _____ **YES** _____ **NO**

Transfer Facility Registration Included _____ **YES** _____ **NO**

Filter Transporter Registration Included _____ **YES** _____ **NO**

Filter Transfer Facility Included _____ **YES** _____ **NO**

_____ _____

Authorized Bidder/Proposer Signature **Date:**

_____

Authorized Bidder/Proposer Name (Print or Type)

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Bid".

SEALED BID DOCUMENTS • DO NOT OPEN

BID NO.: B220376LLP

BID TITLE: **FUEL & TANK CLEANING/INSPECTION**

DATE DUE: **Tuesday, August 23, 2022**

TIME DUE: **Prior to: 2:30 PM**

SUBMITTED BY: _____

(Name of Company)

e-mail address _____ Telephone _____

DELIVER TO: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901



***Notice: The Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.**

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

Lee County
Southwest Florida

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Trish Petrosky
District Five

Dave Harner, II
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

May 8, 2026

Mr. Tony Schmelzer
Spatco Energy Solutions, LLC
301 McCullough Dr., Suite 500
Charlotte, NC 28262

SUBJECT: Renewal of Annual Contract No. B220376LLP
Fuel & Tank Cleaning/ Inspection

Dear Mr. Schmelzer:

This is to inform you that Lee County has agreed to renew the above-mentioned contract for an additional one (1) year period, from 10/18/26 through 10/17/27.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

Docusign Envelope ID: E768F90E-5C7E-8F7C-811C-202D92691BF9

Lee County
Southwest Florida

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Trish Petrosky
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

April 15, 2026

239-533-8871

Mr. Tony Schmelzer
Spatco Energy Solutions, LLC
301 McCullough Dr., Suite 500
Charlotte. NC 28262

Subject: Renewal of Annual Contract B220376LLP
Fuel & Tank Cleaning/Inspection

Dear Mr. Schmelzer:

The above-referenced annual contract will expire on October 17, 2026, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one-year period (10/18/26 – 10/17/27). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by April 30, 2026, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

YES a. I want to continue performing under this annual contract for an additional one-year period under the same terms and conditions as agreed upon in the above-referenced project.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

_____b. I am not interested in extending this contract for an additional one-year period. Why? _____

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

Docusign Envelope ID: E768F90E-5C7E-8F7C-811C-202D92691BF9

Vendor:	**Lee County:**
Signature	Signed by: Mary G Tucker 7770F3BDB59DA44D... Signature of Authorized Official
CFO	Procurement Management Director
Title	Title
4-16-26	5/8/2026 | 8:14 AM EDT
Date	Date

Lee County
Southwest Florida

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner, II
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

April 25, 2025

Mr. Wendall Stroderd
Tank Wizards, Inc.
7619 Coral Dr
West Melbourne, FL 32904

SUBJECT: Renewal of Annual Contract No. B220376LLP
Fuel & Tank Cleaning/Inspection

Dear Mr. Stroderd:

This is to inform you that Lee County has agreed to renew the above subject contract for an additional one (1) year period, from 10/18/25 through 10/17/26.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

Docusign Envelope ID: 6B870D9F-784E-4FEB-8712-DA45CA952C2E

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

March 26, 2025 239-533-8871

Mr. Wendall Stoderd
Tank Wizards, Inc.
7619 Coral Dr
West Melbourne, FL 32904

Subject: Renewal of Annual Contract B220376LLP
Fuel & Tank Cleaning/Inspection

Dear Mr. Stroderd:

The above-referenced annual contract will expire on October 17, 2025, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one-year period (10/18/25 – 10/17/26). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by April 14, 2025, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

✓ a. I want to continue performing under this annual contract for an additional one-year period under the same terms and conditions as agreed upon in the above-referenced project.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

_____ b. I am not interested in extending this contract for an additional one-year period. Why? _____

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

Docusign Envelope ID: 6B870D9F-784E-4FEB-8712-DA45CA952C2E

Vendor:	**Lee County:**
Wendall Stroderd	Signed by: Mary G Tucker 770F0BDB59DA44D...
Signature	Signature of Authorized Official
President/Owner	Procurement Management Director
Title	Title
04/24/2025	4/24/2025 | 1:27 PM EDT
Date	Date

CONTRACT SUMMARY INFORMATION

SUMMARY: Purchase is made in accordance with the Terms and Conditions of Lee County Solicitation Number B220376LLP

Solicitation No.: B220376LLP
Project Title: Fuel & Tank Cleaning/Inspection
Start Date: 10/18/2022
Expiration Date: 10/17/2027
Board Date: 10/18/2022
Agenda Item Report No.: 38
Term: Three Years
Renewal Options: Three (3) additional one (1) year period
Renewal #1 – 2025-2026
Renewal #2 – 2026-2027

Address Book No.: 505390
Awarded Vendor: SPATCO Energy Solutions, LLC fka Tank Wizards, Inc.
Contact Person: Wendall Stroderd, President/Owner
Phone No.: 321/285-8878
Email: wendall@tankwizards.com

Contact Person: Tony Schmelzer – Director and GM, Environmental Services
Phone No.: (512) 632-0631
Email: tony.schmelzer@spatco.com

FIRST AMENDMENT TO AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION

THIS FIRST AMENDMENT TO AGREEMENT FOR AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Tank Wizards Inc., ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement through Solicitation No. B220376LLP for fuel and tank cleaning and polishing services with Vendor on the 25th day of October, 2022 ("Agreement"); and,

WHEREAS, after execution of the Agreement, it was determined that the County's Public Safety department also needed the fuel and tank cleaning and polishing services of the Vendor under the Agreement and desired to add their generator sites to the Agreement; and,

WHEREAS, Pursuant to Article XVI. MISCELLANEOUS of the Agreement, the County and Vendor desire to enter into this First Amendment to add the Public Safety services sites numbers 52 through 61 and tanks 5 through 9 at site 32, the Lee County EOC, to Attachment 1 to the Exhibit A. Scope of Work and Specifications section of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Effective immediately, the Attachment 1 to the Exhibit A. Scope of Work and Specifications section of the Agreement shall be superseded by the following:

[Remainder of the page left intentionally blank.]

ATTACHMENT 1

Facility Name/Address	Site #	Tank #	AST/ UST	Install Year	Capacity	Contents
Lee County-DOT & Engine #1	1	1	AST	2004	5,200	Unleaded Gas
190 Evergreen Rd	1	2	AST	2004	5,200	Vehicular Diesel
North Fort Myers, FL 33903						
Lee County-Corkscrew WTP	2	1	AST	1991	2,000	Emerg Generator Diesel
16101 Alico Rd	2	2	AST	1996	6,000	Emerg Generator Diesel
Fort Myers, FL 33913						
Lee County AWWTP-Fiesta Village	3	1	AST	2012	2,000	
1366 San Saudi Dr	3	2	AST	2015	4,600	Emerg Generator Diesel
Fort Myers, FL 33919						
Lee County Wtp- Waterway	4	1	AST	1985	1,800	
4271 Saint Clair Ave W	4	2	AST	2012	2,000	Emerg Generator Diesel
North Fort Myers, FL 33903						
Lee County WTP-Green Meadows	5	1	AST	2007	6,000	Emerg Generator Diesel
Reeves Rd						
Fort Myers, FL 33912						
Lee County Util-S Water Dist	6	1	AST	1997	1,000	Emerg Generator Diesel
6500 South Ponte Blvd						
Fort Myers, FL 33333						
Lee County Util-Olga WTP	7	1	AST	1998	6,000	Emerg Generator Diesel
1450 Werner Dr						
Alva, FL 33920						
Lee County Util-N Water Dist	8	1	AST	1998	6,000	
7351 Samville Rd						
North Fort Myers, FL 33902						
Lee County-WW Collection Pump	9	1	AST	1997	2,000	Emerg Generator Diesel
Stat #482, Sr 80						
Fort Myers, FL 33905						
Lee County-WW Collection Pump	10	1	AST	1997	3,000	Emerg Generator Diesel
Stat #480						
Ballard Rd & Markland						
Fort Myers, FL 33916						
Lee Cty-WW Collection Pump Stat #481	11	1	AST	1997	2,000	Emerg Generator Diesel
SR 80 & Louise St						
Fort Myers, FL 33905						
Lee County Justice Ctr	12	1	UST	2005	15,000	Emerg Generator Diesel
1700 Monroe St	12	2	UST	2003	6,000	Emerg Generator Diesel
Fort Myers, FL 33902						

Lee County-Vehicle Maint	13	1	UST	1991	10,000	Unleaded Gas
2955 Van Buren St	13	2	UST	1991	4,000	Vehicular Diesel
Fort Myers, FL 33901	13	3	UST	1991	10,000	Waste Oil
	13	4	AST	2005	1,000	Emerg Generator Diesel
	13	5	AST	2007	1,000	New/Lube Oil
Lee County Lehigh Depot	14	1	AST	1993	500	Unleaded Gas
6501 Industry Ave	14	2	AST	1993	2,000	Vehicular Diesel
Lehigh Acres, FL 33936						
Lee County-Solid Waste Resource	15	1	AST	1994	1,000	Vehicular Diesel
Recovery Facility	15	2	AST	2010	10,000	Vehicular Diesel
10500 Buckingham Rd	15	3	AST	2010	2,000	Unleaded Gas
Fort Myers, FL 33905						
Midpoint Toll Plaza	16	1	AST	1997	1,000.	Emerg Generator Diesel
1930 SE 23rd Ter						
Cape Coral, FL 33990						
Lee County-WWTP	17	1	AST	1999	10,000	Emerg Generator Diesel
17155 Pine Ridge Rd						
Fort Myers, FL 33931						
Lee County Dot-Operations Ctr	18	1	AST	2004	10,000	Unleaded Gas
5560 Zip Dr	18	2	AST	2000	10,000	Vehicular Diesel
Fort Myers, FL 33905						
Lee County-Pine Island WWTP	19	1	AST	2001	2,175	Emerg Generator Diesel
6928 Stringfellow Rd						
St James City, FL 33956						
Lee Hendry Regional Solid	20	1	AST	2002	8,000	Vehicular Diesel
Waste Disposal Facility 5500 Church Rd	20	2	AST	2015	8,000	Vehicular Diesel
Felda, FL 33930						
Lee County-Three Oaks WWTP	21	1	AST	1994	250	
18521 Three Oaks Pkwy	21	2	AST	2000	150	
Estero, FL 33928	21	3	AST	2003	1,400	
Lee County-Pinewoods WWTP	22	1	AST	2008	7,200	Emerg Generator Diesel
11950 Corkscrew Rd	22	2	AST	2003	1,400	
Estero, FL 33928						
Lee County-Gateway WWTP	23	1	AST	1999	1,000	
13240 Griffin Drive	23	2	AST	2010	6,000	Emerg Generator Diesel
Fort Myers, FL 33913						
Lee County-Medical Examiner	24	1	AST	2004	2,500	Emerg Generator Diesel
70 Danley Dr						
Fort Myers, FL 33333						
Lee County-WW Collection Pump	25	1	AST	2003	1,000	Emerg Generator Diesel
Station #263 806 South St						
Fort Myers, FL 33931						

Cape Coral City Toll Plaza	26	1	AST	2007	1,000	
10100 College Pkwy						
Fort Myers, FL 33931						
Lee County Public Safety Bldg	27	1	AST	2007	10,000	Emerg Generator Diesel
14750 Six Mile Cypress Pky						
Fort Myers, FL 33912						
Lee County Stockade	28	1	AST	2001	2,000	Emerg Generator Diesel
2501 Ortiz Ave	28	2	AST	2008	8,000	Emerg Generator Diesel
Fort Myers, FL 33905	28	3	AST	2004	5,200	Emerg Generator Diesel
Lee County-Gun Range Site B	29	1	AST	2005	2,000	Emerg Generator Diesel
6570 East Ave						
Fort Myers, FL 33905						
Lee County Bocc-Airport Haul Reservoir	30	1	AST	2005	6,000	Emerg Generator Diesel
16000 Airport Haul Rd	30	2	AST	2009	6,000	Emerg Generator Diesel
Fort Myers, FL 33912						
North Lee County RO WTP	31	1	AST	2005	12,000	Emerg Generator Diesel
18250 Durrance Rd	31	2	AST	2005	3,000	Emerg Generator Diesel
North Fort Myers, FL 33917	31	3	AST	2011	4,500	Emerg Generator Diesel
Lee County-EOC	32	1	AST	2016	1,845	
2665 Ortiz Ave	32	2	AST	2012	12,000	Emerg Generator Diesel
Fort Myers, FL 33905	32	3	AST	2012	12,000	Emerg Generator Diesel
	32	4	AST	2012	12,000	Emerg Generator Diesel
	32	5	AST	2015	1,850	Emerg Generator Diesel
	32	6	AST	2006	200	Emerg Generator Diesel, Portable
	32	7	AST	2006	200	Emerg Generator Diesel, Portable
	32	8	AST		150	Emerg Generator Diesel, Portable
	32	9	AST		520	Emerg Generator Diesel, Portable
Lee County-Sanibel Toll Facility	33	1	AST	2007	1,000	Generator/Pump Diesel
18700 Mcgregor Blvd						
Fort Myers, FL 33908						
Lee BoCC - Pine Ridge Rd Govt Complex	34	1	AST	2009	6,000	Unleaded Gas
15660 Pine Ridge Road	34	2	AST	2009	6,000	Generator/Pump Diesel
Fort Myers, FL 33908						
Lee County Administration East	35	1	AST	2009	3,000	Emerg Generator Diesel
2201 Second Street						
Fort Myers, FL 33901						
Lee Cty 5 Plex Player Development Fac.	36	1	AST	2009	500	Diesel/Unleaded Gasoline
4301 Edison Ave						
Fort Myers, FL 33916						

Lee County BoCC-EMS Hangar Facility	37	1	AST	2009	1,475	Emerg Generator Diesel
2390 N. Airport Road						
Fort Myers, FL 33907						
Public Works Bldg	38	1	AST	2009	300	Diesel
1500 Monroe Street						
Fort Myers, FL 33901						
Lee County Constitutional Bldg	39	1	AST	2009	500	Diesel
2480 Thompson Street						
Fort Myers, FL 33901						
Lee County Admin Bldg	40	1	AST	2010	1,400	Emerg Generator Diesel
2115 Second Street						
Fort Myers, FL 33901						
Lee County-San Carlos Wwtp	41	1	AST	2006	366	Emerg Generator Diesel
18078 Cypress Point Rd						
Fort Myers, FL 33967						
Lee County Bocc-Lift Stat #2237	42	1	AST	2005	600	Emerg Generator Diesel
17061 John Morris Rd						
Fort Myers, FL 33908						
Lee County Bocc-Lift Stat #3345	43	1	AST	2012	600	Emerg Generator Diesel
12720 Metro Pkwy						
Fort Myers, FL 33966						
Lee County Bocc-Lift Stat #6600	44	1	AST	2012	1,000	Emerg Generator Diesel
779 Pondella Rd						
Fort Myers, FL 33903						
Lee County Bocc-Lift Stat #4467	45	1	AST	2013	600	Emerg Generator Diesel
4481 Underwood Drive						
Fort Myers, FL 33905						
N. Fort Myers Rec Center	46	1	AST	2013	600	Emerg Generator Diesel
2000 N Recreation Pkwy	46	2	AST	2013	3,000	Emerg Generator Diesel
North Fort Myers, FL 33903						
Lee Cty Emer Ops-Bonita Springs YMCA	47	1	AST	2003	750	Emerg Generator Diesel
27200 Kent Road						
Bonita Springs, FL 34135						
Lee Tran-Admin-Oper & Maint Facility	48	1	AST	2014	20,000	Vehicular Diesel
3401 Metro Parkway	48	2	AST	2014	20,000	Vehicular Diesel
Fort Myers, FL 33901	48	3	AST	2014	10,000	Unleaded Gas
	48	4	AST	2014	10,000	Emerg Generator Diesel
	48	5	AST	2014	1,000	Waste Oil
Lee County Transit System	49	1	AST	1993	1,000	Waste Oil
6035 Landing View Rd	49	2	AST	1996	4,000	Unleaded Gas
Fort Myers, FL 33905	49	3	AST	1996	20,000	Vehicular Diesel
Estero Recreation Center	50	1	AST	2005	3,000	Emerg Generator Diesel
9200 Corkscrew Palms Blvd						
Estero, FL 33928						

Lee Bocc-Emergency Ops-Hertz Arena	51	1	AST	2015	4,000	Emerg Generator Diesel
11000 Everblades Pkwy						
Estero, FL 33928						
FGCU Tower Site	52	1	AST	2021	500	Emerg Generator Diesel
10501 FGCU Blvd S						
Fort Myers, FL 33965						
Lee County EMS - Medic 11	53	1	AST	5006	200	Emerg Generator Diesel
10901 Hwy 80						
Fort Myers, FL 33905						
Bonita Springs Radio Tower Site	54	1	AST	2020	500	Emerg Generator Diesel
10948 Enterprise Ave						
Bonita Springs, FL 34135						
Lee County EMS - Medic 12	55	1	AST	2006	200	Emerg Generator Diesel
2211 Hancock Bridge Pkwy						
North Fort Myers, FL 33903						
Lee County EMS - Station 31	56	1	AST	2009	375	Emerg Generator Diesel
2860 Garden St						
North Fort Myers, FL 33917						
Pine Island Radio Tower Site	57	1	AST	2009	150	Emerg Generator Diesel
5400 Easy St						
Pine Island, FL 33922						
Sanibel Prime Radio Tower Site	58	1	AST	2009	150	Emerg Generator Diesel
701 Opre Ave						
Sanibel, FL 33957						
Cape Coral EOC Radio Tower Site	59	1	AST	2020	400	Emerg Generator Diesel
1111 SE 8th Ave						
Cape Coral, FL 33990						
North Fort Myers Radio Tower Site	60	1	AST	2023	500	Emerg Generator Diesel
2050 Queen St						
North Fort Myers, FL 33917						
Alva Radio Tower Site	61	1	AST	2023	500	Emerg Generator Diesel
2601 Linwood Ln						
Alva, FL 33920						

[Remainder of the page left intentionally blank.]

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 8 day of March, 2023 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: _____
Mary G. Tucker
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

BY: _____
County Attorney's Office

DATED this 15 day of Feb., 2023 by Tank Wizards Inc.

ATTEST:

_____
(Witness)

BY: _____
Authorized Signature

Wendell Strodel
Authorized Signature Printed Name

President/Owner
Authorized Signature Title

CORPORATE SEAL:

SECOND AMENDMENT TO AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION

THIS SECOND AMENDMENT TO AGREEMENT FOR AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Tank Wizards Inc., ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement through Solicitation No. B220376LLP for fuel and tank cleaning and polishing services with Vendor on the 25th day of October, 2022 ("Agreement"); and,

WHEREAS, after execution of the Agreement, it was determined that the Agreement was intended to operate on an as needed basis, charging based upon tank size, rather than mandating specific sites and charging per location; and the current structure of the Agreement is misleading; and,

WHEREAS, Pursuant to Article XVI. MISCELLANEOUS of the Agreement, the County and Vendor desire to enter into this Second Amendment to modify Section 1.2 under GENERAL SCOPE OF WORK of the Exhibit A. Scope of Work and Specifications section of the Agreement to revise the operation of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Effective immediately, Section 1.2 under the GENERAL SCOPE OF WORK of the Exhibit A. Scope of Work and Specifications section of the Agreement shall be superseded by the following:

1.2 The Agreement shall set forth the pricing and scope of work and specifications for the fuel tank cleaning and fuel polishing services. The list of locations found in Attachment 1 are a list of some of the locations within Lee County requiring these fuel tank cleaning and fuel polishing services but is not all inclusive or controlling. Site locations and fuel tanks may be added or deleted to this Agreement, as necessary, without amending the Agreement in writing, and the County shall keep the Vendor apprised of additions or removals, as they occur. All gallon capacities referenced in Attachment 1 represent tank capacity and should not be representative of actual gallon of fuel contained therein or to be cleaned.

IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 26 day of May, 2023 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: _____
Mary G. Tucker
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

BY: _____
County Attorney's Office

DATED this 25 day of May, 2023 by Tank Wizards Inc.

ATTEST:

_____
(Witness)

BY: _____
Authorized Signature

Wendall Stroderd
Authorized Signature Printed Name

president/owner
Authorized Signature Title

CORPORATE SEAL:

Docusign Envelope ID: 3273DB87-45B5-48FF-B793-28A71918EAE2

THIRD AMENDMENT TO THE AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION

THIS THIRD AMENDMENT TO THE AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and SPATCO Energy Solutions, LLC, ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement through Solicitation No. B220376LLP for fuel and tank cleaning and polishing services with Vendor on the 25th day of October, 2022 ("Agreement"); and,

WHEREAS, on the date the Agreement was executed, the Vendor's business entity name was Tank Wizards Inc., with a Federal Tax ID Number of 46-4288467; and,

WHEREAS, after execution of the Agreement, Tank Wizards Inc. had restructured as and began operating as Tank Wizards, LLC, with the same Federal Tax ID Number of 46-4288467; and,

WHEREAS, after restructuring, Tank Wizards, LLC, was acquired by and began operating as SPATCO Energy Solutions, LLC, with a Federal Tax ID Number of 84-3846075; and,

WHEREAS, County and Vendor desire to enter into this Third Amendment to continue their Agreement via Solicitation No. B220376LLP under the Vendor's new business name.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

Vendor, conducting business as SPATCO Energy Solutions, LLC, with a Federal Tax ID Number of 84-3846075, shall continue to supply such products and services in accordance with the terms, conditions, and specifications of the Agreement, via Solicitation No. B220376LLP, including appendices and amendments, and Vendor's response.

Docusign Envelope ID: 3273DB87-45B5-48FF-B793-28A71918EAE2

IN WITNESS WHEREOF, this Third Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 4/20/2026 | 9:47 AM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:
Mary G Tucker
BY: 770F0BDB59DA44D...
Mary G. Tucker
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

DocuSigned by:
Robert Holborn
BY: 0709AF6D28494C8...
County Attorney's Office

DATED this 16 day of April, 2026 by SPATCO Energy Solutions, LLC

ATTEST:

BY: _____
Authorized Signature

_____
(Witness)

Scott Wattenberg
Authorized Signature Printed Name

CFO
Authorized Signature Title

CORPORATE SEAL:



Lee County
Southwest Florida

AGENDA ITEM REPORT

DATE: October 18, 2022
DEPARTMENT: Procurement Management
REQUESTER: Mary Tucker
TITLE: Award Contract for Fuel Tank Cleaning/Inspection - Countywide

I. MOTION REQUESTED

A) Award Invitation to Bid No. B220376LLP, Fuel & Tank Cleaning/Inspection to Tank Wizards, Inc. to provide fuel tank cleaning services on an as needed basis, for an initial term of three years, as approved in the departments' annual adopted budget. Individual purchases in excess of $100,000.00 will be presented to the Board for approval.
B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
C) Grant the County Manager or designee the authority to renew the contract, for up to three additional years, and to execute all associated documents, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County, and there are no cost increases associated with the renewal.

II. ITEM SUMMARY

Awards competitively solicited contract to the responsible bidder with the lowest responsive bid for the fuel and tank cleaning/inspection services, on an as needed basis countywide, as approved in the department's annual adopted budgets. The contract is awarded to Tank Wizards, Inc., for a period of three years with the option to renew for three additional years upon the agreement of both parties. Total expenditures for these services during Fiscal Year 2021-2022 were approximately $59,280.00.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

Procurement Management obtained bids on behalf of the Board of County Commissioners for the project known as Invitation to Bid No. B220376LLP, Fuel & Tank Cleaning/Inspection. On the bid deadline of August 23, 2022, Procurement Management received one submittal. After conducting an analysis on the bid submission, the vendor was determined to be a responsive and responsible bidder. Procurement Management recommends award to vendor, Tank Wizards, Inc.

Fuel tank cleaning and fuel polishing services are required by various departments on an as needed basis throughout the year. Total expenditures for these services during Fiscal Year 2021-2022 were approximately $59,280.00.

B) Policy Issues

C) BoCC Goals

D) Analysis

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	See Comments below.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	
F)	Fund: Program: Project: Account Strings:	
G)	Fund Type?	
H)	Comments: Expenditures will be on an as needed basis, as approved in the departments' annual adopted budgets.	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Tank Wizards, Inc. Contract	9/15/2022	Contract
101822R-C-38-Fuel and Tank Cleaning Inspection Agreement - Tank Wizards Inc.	10/27/2022	Contract

REVIEWERS:

Department	Reviewer	Action	Date
Procurement Management	Westen, Samantha	Approved	10/10/2022 - 5:15 PM

AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Tank Wizards Inc., a Florida corporation authorized to do business in the State of Florida, whose address is 7619 Coral Drive, West Melbourne, FL 32904, and whose federal tax identification number is 46-4288467, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase fuel and tank cleaning and polishing services from the Vendor in connection with "Fuel & Tank Cleaning/Inspection" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220376LLP on July 21, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on September 1, 2022; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 though 5, 9 and 11 of the Scope of Work and Specifications sections of Solicitation No. B220376LLP, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for a period of one (1), three (3) year period. The County

reserves the right to renew this Agreement for up to one (1), additional, three (3) year period, upon written mutual agreement of both parties. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.

B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Vendor warrants that it 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 person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; http://www.leegov.com/publicrecords.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 10 days.

D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

A. All products provided under this Agreement shall be new and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting

party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative		County's Representative		
Name:	Wendall Stroderd	Names:	Roger Desjarlais	Mary Tucker
Title:	President/Owner	Titles:	County Manager	Procurement Management Director
Address:	7619 Coral Drove W. Melbourne, FL 32904	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	321/285-8878	Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:		Facsimile:	(239) 485-2262	(239) 485-8383
Email:	wendall@tankwizards.com	Email:	rdesjarlais@leegov.com	mtucker@leegov.com

J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Michelle Foye

Print Name: Michelle Foye

TANK WIZARDS, INC.

Signed By: _____

Print Name: Wendell Strodel

Title: President

Date: 9/13/22

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: 10/26/22

Ray Sandelli
Vice-chair

BOARD OF COUNTY COMMISSIONERS
SEAL
LEE COUNTY, FLORIDA

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____

Chris Jagodzinski
Deputy Clerk

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK
   1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide fuel tank cleaning and fuel polishing services to the County on an as needed basis.

   1.2. The list found in Attachment 1 is a description of the tanks and locations covered under this Agreement. Site locations and fuel tanks may be added or deleted to this Agreement, as necessary. All Gallon capacities referenced in Attachment 1 represent tank capacity and should not be representative of actual gallon of fuel contained therein or to be cleaned.

2. GENERAL INFORMATION
   2.1 Vendor shall furnish and bear all expenses for labor, materials, supervision, equipment, permitting, transportation, insurance, and tools to perform all services as required under this Agreement.

   2.2 The Vendor shall supply a minimum of two (2) workers, for a given project, depending on project needs. The County is unable to supply the Vendor with a helper when performing contractual duties.

      2.2.1 The Vendor shall be fully responsible for all safety measures relating to cleaning and polishing processes. This includes, but is not limited to, the provision of adequate ventilation arrangements in confined spaces to deal with any hazardous atmospheres created by the processes, the earthing and bonding of equipment and the provision of the correct personal and respiratory protective equipment for the working environment.

   2.3 Vendor shall provide emergency service twenty-four (24) hours a day, seven (7) days a week.

   2.4 This Agreement requires strict adherence to the Florida Administrative Code (FAC) Chapter 62-762 rule: "Above Ground Storage Tank Systems" and 62-761 rule: "Underground Storage Tank Systems". The Vendor shall be considered an expert in the industry and shall provide to the County notifications of changes to compliance requirements for fueling systems, treatment of tanks and management of all fuel storage equipment.

   2.5 All work shall be performed complying with all recommended safety practices by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and the National Fire Protection Association (NFPA).

   2.6 Fuel tanks shall be tested and cleaned Monday through Friday 7 AM to 5 PM. Departments can schedule outside this timeframe depending on the need.

3. INVOICES
   3.1 Invoices must include the following:

      - Department
      - P.O. Number
      - Work Site
      - Address
      - The body of the invoice shall state the detailed work completed.

4. QUALIFICATIONS
   4.1 Vendor shall have a minimum of three (3) years' experience and provide three (3) references of similar size and scope.

   4.2 Hold the current registrations listed below from the Florida Department of Environmental Protection (FDEP):

      - Used Oil Transporter
      - Transfer Facility
      - Filter Transporter
      - Filter Transfer Facility

      4.2.1 Copy of Registration should be submitted with the bid submittal or within three (3) days of the County's request. Annual renewals must be maintained by the Vendor during the entire Agreement period. Failure to provide current registration within the required timeframe may result in the County deeming the Vendor as non-responsive.

4.2.2 Any subcontractors employed by the Vendor shall be licensed and insured and ensuring their performance in accordance with the requirements of this solicitations is the responsibility of the Vendor.

9. DEPARTMENTS

Each Department has different needs and the schedules as listed below:

10.1 Utilities

10.1.1 Testing is required on diesel fuel tanks over 1,000 gallons every six-months.

10.1.2 Fuel polishing is on an as needed basis.

10.2 Facilities Construction & Management

10.2.1 Testing is required on diesel fuel tanks over 500 gallons annually.

10.2.2 Fuel polishing is on an as needed basis except for the following locations, these facilities will receive fuel polishing immediately after the fuel test.

- Emergency Operations Center
- Public Safety Building
- Emergency Communication Center

10.3 Fleet

10.3.1 Fuel testing and polishing will be on an as needed basis for the fuel tanks at the Fleet facility.

10.3.2 Fuel testing for the backup generators will be annually.

10.3.3 Fuel Polishing for the backup generators will be on an as needed basis.

11. ADDITIONAL INSTRUCTIONS

11.1 Since the County's infrastructure is always evolving, the locations, quantities, types, and physical locations of fuel storage systems serviced by this Agreement may change over time. The County shall keep the Vendor apprised of such changes as they occur. The County reserves the right to add/delete locations and units.

11.2 When a County representative requests the services of draining any used or wasted petroleum products from a tank or container, the Vendor shall remove the contents of the tank with no more than two (2) inches of remaining contents.

5. TECHNICAL SPECIFICATIONS

5.1 TESTING/AUDIT PROCESS

5.1.1 Complete a field report of the fuel and covered equipment's condition, including, but not limited to:

- Emergency vents
- Vent tube
- Fuel gauge
- Fill cap
- Drop/fill tubes
- Gaskets

5.1.2 Take a fuel sample from the bottom part of the tank and conduct an interior video inspection of tank.

5.2 ANALYSIS REPORTS

5.2.1 Provide an analysis report, analysis testing to include:

3.3.1. Bacteria, sediment & water percentage volume
3.3.2. API Gravity @ 60F
3.3.3. IBP ASTM D86
3.3.4. Distillation percentage recovered at 10-percent, 50-percent, and 90-percent
3.3.5. End point
3.3.6. Percent residue
3.3.7. Cetane
3.3.8. Sulfur (in ppm)
3.3.9. Bacteria

5.2.2 Vendor shall supply all analysis results to the County designee, this includes pre-samples. The County designee will decide if fuel polishing by filtering the fuel or by fuel extraction is required. If fuel extraction is required, Vendor must possess all licenses and current certification required by any governing bodies.

5.3 CLEANING/POLISHING PLUS INHIBITOR / FINAL ANALYSIS

5.5.1 Fuel Polishing (filtering the fuel)

5.3.2 Vendor shall complete a six-stage closed loop filtration system, or similar system, to include:

- 0.5/1-micron bag filter under suction
- (3) 1-micron bag filters under suction
- Filtration from 1 to 0.5-micron canister; under pressure
- Oil/water separation through coalescing unit; under pressure
- Final pass through (2) water absorption filters

5.3.3 The Vendor shall set up suction and discharge hoses to create a flow through filtration process. Fuel shall be drawn from the low point, processed through the filtration unit, and returned to the opposite end of the tank. During the suction process, the Vendor shall move the suction wand around the tank to reach as much of the tank residues as possible. The amount of fuel within each tank shall be turned over (or processed) as many times as necessary, until the fuel is clean:

- 500-gallons processed three (3) times equals 1,500 gallons filtered. Fuel filter size shall be determined based on the quantity and type of contaminants. The final filtration shall be with a two (2) to five (5) micron level and treated with FQS 1.5 Biocide and a Fuel Catalyst with lubricity enhancer (Power Max Plus) to rebuild the fuel.

5.3.4 Remove water, microbiological growth, and sludge contamination from covered equipment.

5.3.5 Add bacterial and fungal growth inhibitor to tank two (2) to three (3) weeks before cleaning and right after cleaning.

5.3.6 Properly dispose of sludge, waste and waste associated to the service

5.3.7 Verify proper operation.

5.3.8 Vendor shall sample the bottom of the tank after the filtering is complete to verify all contaminants have been removed and an analysis will be done of the fuel checking the following:

- Octane and cetane levels
- Particulate levels
- Microbe test
- A fuel sample will be sent to a third-party laboratory for additional ASTM Analysis.

5.4 DISPOSAL

5.4.1 If fuel and waste is extracted from a fuel tank, it is considered hazardous waste and shall only be handled by a company authorized to do so. All hazardous waste must be disposed of at an approved regulated facility.

5.4.2 Vendor shall transport and dispose of any used or wasted petroleum products in accordance with all applicable local, county, state, and/or federal regulations. Vendor shall provide proof of registered Used Oil Handlers approval as required in Section 4.2.1.

5.5 BIOCIDE ADDITIVES

5.5.1 Biocide shall be used to kill microbial growth and the Vendor shall follow manufacturer's instruction for the recommended dose (i.e., one (1) gallon of FQS 1.5 Biocide per 10,000 gal of fuel minimum).

End of Scope of Work and Specifications Section

ATTACHEMENT 1

Site# Facility Name/Address, City, State, Zip	Site #	Tank #	AST/UST	Install Year	Capacity	Contents
Lee Cnty-Dept Of Trans & Engin #1 190 Evergreen Rd North Fort Myers, FL 33903	1	1	AST	2004	5,200	Unleaded Gas
	1	2	AST	2004	5,200	Vehicular Diesel
Lee Cnty-Corkscrew Wtp 16101 Alico Rd Fort Myers, FL 33913	2	1	AST	1991	2,000	Emerg Generator Diesel
	2	2	AST	1996	6,000	Emerg Generator Diesel
Lee Cnty AWWTP-Fiesta Village 1366 San Saudi Dr Fort Myers, FL 33919	3	1	AST	2012	2,000	
	3	2	AST	2015	4,600	Emerg Generator Diesel
Lee Cnty Wtp- Waterway 4271 Saint Clair Ave W North Fort Myers, FL 33903	4	1	AST	1985	1,800	
	4	2	AST	2012	2,000	Emerg Generator Diesel
Lee Cnty WTP-Green Meadows Reeves Rd Fort Myers, FL 33912	5	1	AST	2007	6,000	Emerg Generator Diesel
Lee Cnty Util-S Water Dist 6500 South Ponte Blvd Fort Myers, FL 33333	6	1	AST	1997	1,000	Emerg Generator Diesel
Lee Cnty Util-Olga WTP 1450 Werner Dr Alva, FL 33920	7	1	AST	1998	6,000	Emerg Generator Diesel
Lee Cnty Util-N Water Dist 7351 Samville Rd North Fort Myers, FL 33902	8	1	AST	1998	6,000	
Lee Cnty-WW Collection Pump Stat #482, Sr 80 Fort Myers, FL 33905	9	1	AST	1997	2,000	Emerg Generator Diesel
Lee Cnty-WW Collection Pump Stat #480 Ballard Rd & Markland Fort Myers, FL 33916	10	1	AST	1997	3,000	Emerg Generator Diesel
Lee CntyWw Collection Pump Stat #481 SR 80 & Louise St Fort Myers, FL 33905	11	1	AST	1997	2,000	Emerg Generator Diesel
Lee Cnty Justice Ctr 1700 Monroe St Fort Myers, FL 33902	12	1	UST	2005	15,000	Emerg Generator Diesel
	12	2	UST	2003	6,000	Emerg Generator Diesel
Lee Cnty-Vehicle Maint 2955 Van Buren St Fort Myers, FL 33901	13	1	UST	1991	10,000	Unleaded Gas
	13	2	UST	1991	4,000	Vehicular Diesel
	13	3	UST	1991	10,000	Waste Oil
	13	4	AST	2005	1,000	Emerg Generator Diesel
	13	5	AST	2007	1,000	New/Lube Oil
Lee Cnty Lehigh Depot 6501 Industry Ave Lehigh Acres, FL 33936	14	1	AST	1993	500	Unleaded Gas
	14	2	AST	1993	2,000	Vehicular Diesel
Lee Cnty-Solid Waste Resource Recovery Fac 10500 Buckingham Rd Fort Myers, FL 33905	15	1	AST	1994	1,000	Vehicular Diesel
	15	2	AST	2010	10,000	Vehicular Diesel
	15	3	AST	2010	2,000	Unleaded Gas

ATTACHEMENT 1

Site# Facility Name/Address, City, State, Zip	Site #	Tank #	AST/UST	Install Year	Capacity	Contents
Midpoint Toll Plaza 1930 SE 23rd Ter Cape Coral, FL 33990	16	1	AST	1997	1,000	Emerg Generator Diesel
Lee Cnty-WWTP 17155 Pine Ridge Rd Fort Myers, FL 33931	17	1	AST	1999	10,000	Emerg Generator Diesel
Lee Cnty Dot-operations Ctr 5560 Zip Dr Fort Myers, FL 33905	18 18	1 2	AST AST	2004 2000	10,000 10,000	Unleaded Gas Vehicular Diesel
Lee Cnty-Pine Island WWTP 6928 Stringfellow Rd St James City, FL 33956	19	1	AST	2001	2,175	Emerg Generator Diesel
Lee Hendry Regional Solid Waste Disposal Fac 5500 Church Rd Felda, FL 33930	20 20	1 2	AST AST	2002 2015	8,000 8,000	Vehicular Diesel Vehicular Diesel
Lee Cnty-Three Oaks Wwtp 18521 Three Oaks Pkwy Estero, FL 33928	21 21 21	1 2 3	AST AST AST	1994 2000 2003	250 150 1,400	
Lee Cnty-Pinewoods Wtp 11950 Corkscrew Rd Estero, FL 33928	22 22	1 2	AST AST	2008 2003	7,200 1,400	Emerg Generator Diesel
Lee Cnty-Gateway Wwtp 13240 Griffin Drive Fort Myers, FL 33913	23 23	1 2	AST AST	1999 2010	1,000 6,000	Emerg Generator Diesel
Lee Cnty-Medical Examiner 70 Danley Dr Fort Myers, FL 33333	24	1	AST	2004	2,500	Emerg Generator Diesel
Lee Cnty-WW Collection Pump Station #263 806 South St Fort Myers, FL 33931	25	1	AST	2003	1,000	Emerg Generator Diesel
Cape Coral City Toll Plaza 10100 College Pkwy Fort Myers, FL 33931	26	1	AST	2007	1,000	
Lee Cnty Public Safety Bldg 14750 Six Mile Cypress Pky Fort Myers, FL 33912	27	1	AST	2007	10,000	Emerg Generator Diesel
Lee Cnty Stockade 2501 Ortiz Ave Fort Myers, FL 33905	28 28 28	1 2 3	AST AST AST	2001 2008 2004	2,000 8,000 5,200	Emerg Generator Diesel Emerg Generator Diesel Emerg Generator Diesel
Lee Cnty-Gun Range Site B 6570 East Ave Fort Myers, FL 33905	29	1	AST	2005	2,000	Emerg Generator Diesel
Lee Cnty Bocc-Airport Haul Reservoir 16000 Airport Haul Rd Fort Myers, FL 33912	30 30	1 2	AST AST	2005 2009	6,000 6,000	Emerg Generator Diesel Emerg Generator Diesel

ATTACHEMENT 1

Site# Facility Name/Address, City, State, Zip	Site #	Tank #	AST/UST	Install Year	Capacity	Contents
Lee Cnty-North Lee Cnty Ro Wtp	31	1	AST	2005	12,000	Emerg Generator Diesel
18250 Durrance Rd	31	2	AST	2005	3,000	Emerg Generator Diesel
North Fort Myers, FL 33917	31	3	AST	2011	4,500	Emerg Generator Diesel
Lee Cnty-Emerg Oper Ctr	32	1	AST	2016	1,845	
2665 Ortiz Ave	32	2	AST	2012	12,000	Emerg Generator Diesel
Fort Myers, FL 33905	32	3	AST	2012	12,000	Emerg Generator Diesel
	32	4	AST	2012	12,000	Emerg Generator Diesel
Lee Cnty-Sanibel Toll Fac						
18700 Mcgregor Blvd	33	1	AST	2007	1,000	Generator/Pump Diesel
Fort Myers, FL 33908						
Lee Cnty Bocc - Pine Ridge Rd Govt Complex						
15660 Pine Ridge Road	34	1	AST	2009	6,000	Unleaded Gas
Fort Myers, FL 33908	34	2	AST	2009	6,000	Generator/Pump Diesel
Lee Cnty Administration East						
2201 Second Street	35	1	AST	2009	3,000	Emerg Generator Diesel
Fort Myers, FL 33901						
Lee County 5 Plex Player Development Facility						
4301 Edison Ave	36	1	AST	2009	500	Diesel/Unleaded Gasoline
Fort Myers, FL 33916						
Lee Cnty BoCC-EMS Hangar Fac						
2390 N. Airport Road	37	1	AST	2009	1,475	Emerg Generator Diesel
Fort Myers, FL 33907						
Public Works Bldg						
1500 Monroe Street	38	1	AST	2009	300	Diesel
Fort Myers, FL 33901						
Lee County Constitutional Bldg						
2480 Thompson Street	39	1	AST	2009	500	Diesel
Fort Myers, FL 33901						
Lee Cnty Admin Bldg						
2115 Second Street	40	1	AST	2010	1,400	Emerg Generator Diesel
Fort Myers, FL 33901						
Lee Cnty-San Carlos Wwtp						
18078 Cypress Point Rd	41	1	AST	2006	366	Emerg Generator Diesel
Fort Myers, FL 33967						
Lee Cnty Bocc-Lift Stat #2237						
17061 John Morris Rd	42	1	AST	2005	600	Emerg Generator Diesel
Fort Myers, FL 33908						
Lee Cnty Bocc-Lift Stat #3345						
12720 Metro Pkwy	43	1	AST	2012	600	Emerg Generator Diesel
Fort Myers, FL 33966						
Lee Cnty Bocc-Lift Stat #6600						
779 Pondella Rd	44	1	AST	2012	1,000	Emerg Generator Diesel
Fort Myers, FL 33903						
Lee Cnty Bocc-Lift Stat #4467						
4481 Underwood Drive	45	1	AST	2013	600	Emerg Generator Diesel
Fort Myers, FL 33905						
Nfm Rec Ctr						
2000 N Recreation Pkwy	46	1	AST	2013	600	Emerg Generator Diesel
North Fort Myers, FL 33903	46	2	AST	2013	3,000	Emerg Generator Diesel
Lee Cnty Emer Opr-Bonita Springs Ymca						
27200 Kent Road	47	1	AST	2003	750	Emerg Generator Diesel
Bonita Springs, FL 34135						

ATTACHEMENT 1

Site# Facility Name/Address, City, State, Zip	Site #	Tank #	AST/UST	Install Year	Capacity	Contents
Lee Tran-Admin-Oper & Maint Facility						
3401 Metro Parkway	48	1	AST	2014	20,000	Vehicular Diesel
Fort Myers, FL 33901	48	2	AST	2014	20,000	Vehicular Diesel
	48	3	AST	2014	10,000	Unleaded Gas
	48	4	AST	2014	10,000	Emerg Generator Diesel
	48	5	AST	2014	1,000	Waste Oil
Lee Cnty Transit System						
6035 Landing View Rd	49	1	AST	1993	1,000	Waste Oil
Fort Myers, FL 33905	49	2	AST	1996	4,000	Unleaded Gas
	49	3	AST	1996	20,000	Vehicular Diesel
Estero Recreation Center						
9200 Corkscrew Palms Blvd	50	1	AST	2005	3,000	Emerg Generator Diesel
Estero, FL 33928						
Lee Bocc-Emer Opr-Germain Arena						
11000 Everblades Pkwy	51	1	AST	2015	4,000	Emerg Generator Diesel
Estero, FL 33928						

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's Standard Terms and Conditions or the Scope of Work.

1. TERM
   1.1 The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD
   2.1 The basis of award shall be determined by the lowest *Project Total* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

   2.2 Vendors shall bid all line items within both categories *(Fuel & Tank Cleaning/Inspection, Biocide Additives)*. Failure to do so may result in a non-responsive determination at the County's discretion.

3. ESTIMATED QUANTITIES
   3.1 Quantities provided on the bid schedule are estimated. Services for each location will be on an as needed basis as determined by the County.

4. PRICING
   4.1 This is an annual contract, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by the issuance of a Purchase Order, by the requesting department(s) or other government entity.

5. ANNUAL PRICE ADJUSTMENTS
   5.1 Price adjustments, if agreed to by the County, (whether an increase or decrease) will be based on the change in the Consumer Price Index for the preceding 12-months as calculated and published by the United States Department of Labor.

6. REQUIRED SUBMITTALS/DOCUMENTATION
   6.1 Vendor is requested to provide with bid submittal the below items. The County reserves the right to request additional documentation of clarification at any point prior to award and during term of Agreement, inclusive of any renewals. Failure to provide requested submittal documents in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.

      6.1.1 Primary contact number, name and 24/7 emergency contact number.

      6.1.2 Verification of registration as a Used Oil Transporter, Transfer Facility, Filter Transporter, and Filter Transfer Facility by the Florida Department of Environmental Protection (FDEP). (40 CFR 279.40 & 49 CFR 171-180)

End of Special Conditions Section

EXHIBIT B
FEE SCHEDULE

FUEL & TANK CLEANING/INSPECTION

CATEGORY 1: FUEL & TANK CLEANING/INSPECTION

ITEM	*TANK SIZE (GAL.)*	*TESTING/ AUDIT FEE*	*ANALYSIS REPORTS*	*CLEANING / POLISHING PLUS INHIBITOR/FINAL ANALYSIS*	*DISPOSAL FEE*
1.01	0-500	$ 300.00	INCLUDED	$ 750.00	$ 1.19
1.02	501-1000	$ 300.00	INCLUDED	$ 1,000.00	$ 1.19
1.03	1001-2500	$ 300.00	INCLUDED	$ 1,500.00	$ 1.19
1.04	2501-4000	$ 300.00	INCLUDED	$ 2,000.00	$ 1.19
1.05	4001-7000	$ 300.00	INCLUDED	$ 2,500.00	$ 1.19
1.06	7001-9000	$ 300.00	INCLUDED	$ 3,000.00	$ 1.19
1.07	9001-10500	$ 300.00	INCLUDED	$ 3,300.00	$ 1.19
1.08	10501-12000	$ 300.00	INCLUDED	$ 3,500.00	$ 1.19
1.09	12001-14000	$ 300.00	INCLUDED	$ 4,000.00	$ 1.19
1.10	14000-16500	$ 300.00	INCLUDED	$ 4,750.00	$ 1.19
1.11	>16501	$ 300.00	INCLUDED	$ 5,500.00	$ 1.19

CATEGORY 2: BIOCIDE ADDITIVES

Brand of Biocide: FQS 1.5
Type of Biocide: Microbicide Antimicrobial
Treat Rate: 1:10,000

Description	*Price*
Biocide Treatment per 100 gallons of fuel treated:	$ 28.60

Name of Disposal Site
Aqua Clean Environmental and Petrotech Southeast

EXHIBIT C
INSURANCE REQUIREMENTS

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Insurance Requirements including Pollution Liability

Minimum Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided***

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL)

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

d. **Pollution Liability** - Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

LEE COUNTY
SOUTHWEST FLORIDA

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The certificate holder shall read as follows:**

      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902

   b. **"*Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials*" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

   c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT

Lee County
Southwest Florida

VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 9/13/2022

Signature

STATE OF Florida
COUNTY OF Brevard

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 13th day of September, 2022 by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____

Type of Identification

[Stamp/seal required]

Signature, Notary Public

MICHELLE L. FOYE
MY COMMISSION # HH 238636
EXPIRES: July 10, 2026

SPATCO Energy Solutions LLC

7619 Coral Dr
Melbourne, FL 32904
Phone # 3212858878
Jason.Alcamo@SPATCO.com
www.tankwizards.com

Estimate

Date	Estimate #
8/20/2026	102870

Name / Address	Ship To
City of Boynton Beach 100 E Ocean Ave Boynton Beach, FL 33435	City of Boynton Beach 100 E Ocean Ave Boynton Beach, FL 33435

Terms	Rep	Project
	JPA	

Description	Qty	Rate	Total
Item 1.11 Tanks >16,501 Gal. PW Complex - Above-Ground Storage Tank (AST)		5,500.00	5,500.00
Item 1.11 Tanks >16,501 Gal. PW Complex - Above-Ground Storage Tank (AST)		5,500.00	5,500.00
Item 1.07 Tanks 9001-10500 Gal. Fire Station 5 - Fuel Storage Tank		3,300.00	3,300.00
Item 1.02 Tanks 501-1000 Gal. Fire Station 2 - Fuel Storage Tank		1,000.00	1,000.00
Item 1.02 Tanks 501-1000 Gal. Fire Station 4 - Fuel Storage Tank		1,000.00	1,000.00
Item 1.02 Tanks 501-1000 Gal. Ballfield - Baldor Generator - 225KW		1,000.00	1,000.00
Item 1.02 Tanks 501-1000 Gal. 3MGST - Kohler Generator - 250KW		1,000.00	1,000.00
Item 1.05 Tanks 4,001-7,000 Gal. WWTP - Caterpillar Generator - 1875KW		2,500.00	2,500.00

Total

SPATCO Energy Solutions LLC

7619 Coral Dr
Melbourne, FL 32904
Phone # 3212858878
Jason.Alcamo@SPATCO.com
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Estimate

Date	Estimate #
8/20/2026	102870

Name / Address	Ship To
City of Boynton Beach 100 E Ocean Ave Boynton Beach, FL 33435	City of Boynton Beach 100 E Ocean Ave Boynton Beach, FL 33435

Terms	Rep	Project
	JPA	

Description	Qty	Rate	Total
Item 1.02 Tanks 501-1000 Gal. EWTP - Cummins Generator - 450KW		1,000.00	1,000.00
Item 1.04 Tanks 2,501-4,000 Gal. EWTP - Kohler Generator #1 (New)		2,000.00	2,000.00
Item 1.04 Tanks 2,501-4,000 Gal. EWTP - Kohler Generator #2 (New)		2,000.00	2,000.00
Item 1.01 Tanks 0-500 Gal 1MGST - Onan Generator — 155KW		750.00	750.00
Item 1.01 Tanks 0-500 DES - Kohler — 3250 KW		750.00	750.00
Item 1.05 Tanks 4,0001 - 7,000 Gal DES - Kohler — 3250 KW		2,500.00	2,500.00
Item 1.01 Tanks 0-500 Gal Master LS 801 (AST) - Caterpillar Generator — 200 KW		750.00	750.00

Total

SPATCO Energy Solutions LLC

7619 Coral Dr
Melbourne, FL 32904
Phone # 3212858878
Jason.Alcamo@SPATCO.com
www.tankwizards.com

Estimate

Date	Estimate #
8/20/2026	102870

Name / Address	Ship To
City of Boynton Beach 100 E Ocean Ave Boynton Beach, FL 33435	City of Boynton Beach 100 E Ocean Ave Boynton Beach, FL 33435

Terms	Rep	Project
	JPA	

Description	Qty	Rate	Total
Item 1.02. Tanks 501-1000 Gal. Master LS 356 (Sub-base) - Caterpillar Generator — 250 KW		1,000.00	1,000.00
Item 1.03 Tanks 1,001-2,500 Gal. Master LS 316 (AST) - Fuel Storage Tank		1,500.00	1,500.00
Item 1.02. Tanks 501-1000 Gal. Master LS 316 (Emergency Generator) - Onan Generator — 225KW		1,000.00	1,000.00
Item 1.02. Tanks 501-1000 Gal. Master LS 319 - Onan Generator — 225 KW		1,000.00	1,000.00
Item 1.02. Tanks 501-1000 Gal. Master LS 317 - Caterpillar Generator — 225 KW		1,000.00	1,000.00
Item 1.01 Tanks 0-500 Gal. Master LS 415 - Onan Generator — 60 KW		750.00	750.00
LEE COUNTY CONTRACT PRICING			
Sales Tax		7.00%	0.00

Total $36,800.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2026

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
Scott Insurance - Charlotte
521 E. Morehead Street
Suite 300
Charlotte NC 28202

CONTACT NAME: Joanna Wilder
PHONE (A/C, No, Ext): 704-644-7908 **FAX (A/C, No):** 434-455-7821
E-MAIL ADDRESS: jwilder@scottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Insurance Company	10172
INSURER B : XL Specialty Insurance Company (A+)	37885
INSURER C : Travelers Property Casualty Company of America (A+	25674
INSURER D : The Charter Oak Fire Insurance Company (A++)	25615
INSURER E :	
INSURER F :	

INSURED SOUTPUM-01
SPATCO Energy Solutions, LLC
301 McCullough Drive, Suite 500
Charlotte NC 28262

COVERAGES **CERTIFICATE NUMBER:** 306906442 **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**			G71832612 007	8/1/2026	8/1/2027	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Pollution Liab						MED EXP (Any one person)	$ 5,000
	X Prof Liability						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	**AUTOMOBILE LIABILITY**			TC2JCAP-5H603323-TIL-26	8/1/2026	8/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] **UMBRELLA LIAB** [X] OCCUR			G71832636 007	8/1/2026	8/1/2027	EACH OCCURRENCE	$ 10,000,000
	X **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [ ] RETENTION $							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			UB-4Y479493-26-51-K	8/1/2026	8/1/2027	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Auto Physical Damage			TC2JBAP-3X459951-TIL-26	8/1/2026	8/1/2027	Comprehensive Ded	250,000
B	Installation Floater			UM00089486MA26A	8/1/2026	8/1/2027	Collision Ded	250,000
							Installation Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Boynton Beach and its officials are additional insured as respects General Liability if required by written contract.

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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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

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

Requested Action: Approval of the proposed Ordinance No. 26-029 on First Reading.

Explanation of Request:

Staff proposes amendments to the City's Land Development Regulations (LDR) to ensure consistency with section 553.385, Florida Statutes, as created by Chapter 2026-7 and amended by Chapter 2026-63, Laws of Florida. The new state law requires local governments to allow Offsite-Constructed Residential Dwellings, including Manufactured (Modular) Buildings intended for single-family residential use and Manufactured Homes treated as real property, in any zoning district where Single-family (Detached) Dwellings are permitted. The law also prohibits local governments from treating Offsite-Constructed Residential Dwellings differently or more restrictively than site-built single-family homes in the same zoning district.

To comply, staff proposes to (1) amend the definition of Dwelling, Single-family (Detached) to include Offsite-Constructed Residential Dwellings, and add or update the definitions of

Manufactured (Modular) Building, Manufactured Home, Mobile Home, Mobile/Manufactured Home Park, and Offsite-Constructed Residential Dwelling to align with state law, with the Manufactured (Modular) Building, Manufactured Home, and Mobile Home definitions cross-referencing the Florida Statutes; (2) amend the Use Matrix (Table 3-28) to rename the "Manufactured Home" use as "Manufactured Home/Mobile Home," which remains permitted only in the MHPD Mobile Home Planned Development District; (3) add Use Footnote 38, which establishes a foundation enclosure (skirting) standard for all single-family detached dwellings, mobile homes, and manufactured homes with an open space between the finished floor and grade, requires wheel removal from mobile and manufactured homes before a certificate of occupancy is issued, and confirms that a Manufactured Home qualifying as an Offsite-Constructed Residential Dwelling is permitted wherever Single-family (Detached) Dwellings are permitted; and (4) make consistency updates to the R-3 Multi-Family Residential District, the MHPD Mobile Home Planned Development District, the subdivision and platting regulations, and the emergency housing provisions to reflect the revised definitions.

By including Offsite-Constructed Residential Dwellings in the definition of Dwelling, Single-family (Detached), every zoning district that currently permits detached single-family homes will also permit Offsite-Constructed Residential Dwellings on the same terms as site-built homes. Mobile homes fabricated before June 15, 1976, which are not covered by the new state law, will continue to be permitted only in the MHPD Mobile Home Planned Development District.

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

Account Line Item and Description: N/A

Procurement Methodology Bids and Purchases Only: N/A

Fiscal Impact: N/A

Attachments:
Ord 26-029 4799-2026_Ordinance_26-XXX_Manufactured_Homes_-_CA_Revisions_10-13-2026 (1).docx
Agenda_Item_4799-2026_Business_Impact_Statement_-_Proposed_Ordinance_No._26-XXX_-_Final_10.8.2026.docx
Manufacture_Home_Code_Amendment_October 5.docx
Staff_Report_-_Manufactured_Homes_October 5.docx

ORDINANCE NO. 26-029

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES PART III, LAND DEVELOPMENT REGULATIONS, CHAPTER 1, "GENERAL ADMINISTRATION," ARTICLE II, "DEFINITIONS," TO ADD AND AMEND DEFINITIONS RELATED TO MANUFACTURED BUILDINGS, MANUFACTURED HOMES, MOBILE HOMES, MOBILE/MANUFACTURED HOME PARKS, AND OFFSITE-CONSTRUCTED RESIDENTIAL DWELLINGS; AMENDING CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE III "ENGINEERING SERVICES," SECTION 2 "SUBDIVISION AND PLATTING"; AMENDING CHAPTER 3 "ZONING," ARTICLE II "GENERAL PROVISIONS," SECTION 8 "TEMPORARY BUILDINGS AND COLLECTION SITES," ARTICLE III "ZONING DISTRICTS AND OVERLAY ZONES," SECTION 2 "RESIDENTIAL DISTRICTS," TO UPDATE THE R-3 MULTI-FAMILY RESIDENTIAL DISTRICT AND THE MHPD MOBILE HOME PLANNED DEVELOPMENT DISTRICT; ARTICLE IV "USE REGULATIONS," SECTION 3 "USE REGULATIONS," D. "USE MATRIX" TO RENAME "MANUFACTURED HOME" AS "MANUFACTURED HOME/MOBILE HOME" AS A SPECIFIC USE; AND E. "USE FOOTNOTES" TO INCLUDE A NEW FOOTNOTE 38 APPLICABLE TO SINGLE-FAMILY RESIDENTIAL (DETACHED) DWELLINGS AND MANUFACTURED HOMES/MOBILE HOMES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend the City Land Development Regulations to include offsite-constructed residential dwellings within the definition for "Dwelling, Single-Family (Detached)" and to add and update related definitions; to amend Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting" to address mobile/manufactured home subdivisions; to amend Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites" and Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts" to update the R-3 Multi-family Residential District and the MHPD Mobile Home Planned Development District, and to

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include manufactured homes; to amend Chapter 3, Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix" to rename "Manufactured Home" as "Manufactured Home/Mobile Home" as a specific Use and E. "Use Footnotes" to include a new footnote 38 applicable to single-family (detached) dwellings and manufactured homes/mobile homes; and

WHEREAS, the City Commission finds that the amendments to the City Land Development Regulations described above are necessary to ensure consistency with section 553.385, Florida Statutes, as created by Chapter 2026-7 and amended by Chapter 2026-63, Laws of Florida; and

WHEREAS, section 553.385, Florida Statutes, as created by Chapter 2026-7 and amended by Chapter 2026-63, Laws of Florida, requires local governments to permit offsite-constructed residential dwellings, including manufactured buildings intended for single-family use and manufactured homes treated as real property, in any zoning district where single-family detached dwellings are permitted, and prohibits local governments from treating such dwellings differently or more restrictively than site-built single-family dwellings in the same zoning district; and

WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

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

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

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Section 2: The City's Code of Ordinances, Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions" is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

...

CHAPTER 1. GENERAL ADMINISTRATION

...

Article II. DEFINITIONS

...

DWELLING, SINGLE-FAMILY (DETACHED) - A detached building or modular structure containing one (1) dwelling unit entirely surrounded by open space and not attached to another dwelling unit's foundation or roof or joined at one (1) or more sides by a tenant separation (party) wall or walls. This shall include an "Offsite-Constructed Residential Dwelling".

...

MANGROVE STAND - An assemblage of trees which contain one (1) or more of the following species: black mangrove, red mangrove, white mangrove and buttonwood.

MANUFACTURED (MODULAR) BUILDING - A manufactured building as defined in section 553.36(13), Florida Statutes.

MANUFACTURED HOME - ~~A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The structure is designed for long term occupancy as a complete dwelling unit and containing all conveniences and facilities, with plumbing and electrical connections provided for attachment to approved utility systems. All wheels shall be removed prior to the issuance of a certificate of occupancy.~~ A manufactured home as defined in section 320.01(2)(b), Florida Statutes.

MOBILE/MANUFACTURED HOME PARK - ~~Premises typically referred to as a mobile home or trailer park, where manufactured homes are installed for non-transient living or sleeping purposes.~~ A parcel or subdivision of land designed for the installation of multiple Mobile or Manufactured Homes for non-transient residential occupancy, where lots may be sold or leased for the placement of such homes. These developments are commonly referred to as mobile home parks or trailer parks. A subdivision of land platted and intended for the sale of lots for the placement of Mobile or Manufactured Homes is also recognized under Florida law as a mobile/manufactured home subdivision.

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…

MOBILE HOME - ~~See "Manufactured Home."~~ A mobile home as defined in section 320.01(2)(a), Florida Statutes, that was fabricated before June 15, 1976.

~~MOBILE HOME PARK - A subdivision of land for the sale of lots for manufactured homes.~~

…

OFF-PREMISES STORAGE - Storage which is not located on the same parcel as the principal use to which such storage is an accessory use.

OFFSITE-CONSTRUCTED RESIDENTIAL DWELLING - a "Manufactured (Modular) Building" which is intended for single-family residential use, or a "Manufactured Home," which is constructed in whole or in part offsite and is treated as real property.

ON-PREMISES - At the place of business of a particular use, including the entire lot or parcel and any structure thereon, as opposed to on the customer's premises.

…

Section 3: The City's Code of Ordinances, Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting" is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE III. ENGINEERING SERVICES

…

Sec. 2. Subdivision and Platting.

…

C. Final Plat.

…

3. Review Criteria.

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…

n. Mobile/Manufactured Home Park Developments. Mobile home subdivisions shall be in the proper zone for such development and prior to the submittal of the final plat and supporting data shall have the approval of the final zoning authority and shall meet all of the requirements of the zoning code. The dedication on the plat of a mobile home subdivision shall include the following additional provisions or wording equal hereto: "Said owner(s) hereby dedicate(s) the lots shown on the plat exclusively for mobile home, manufactured home, or trailer parking and use incidental thereto, except as to the lots indicated for other purposes on the plat. Mobile home, manufactured home, or trailer parking is allowed only on the indicated lots. Areas indicated as parks or playgrounds are dedicated for the use of the owners of the lots shown on this plat."

Mobile/Manufactured home subdivision plats shall conform to all the requirements of these Regulations and the requirements of F.S. Chapter 177, as amended.

…

Section 4: The City's Code of Ordinances, Part III "Land Development Regulations," Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites"; Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts"; and Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix (Table 3-28)" and E. "Use Footnotes" are hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 3. ZONING

…

ARTICLE II. GENERAL PROVISIONS

…

Sec. 8. Temporary Buildings and Collection Sites.

A. In connection with Construction Activity. Temporary buildings such as models, offices and tool sheds used in conjunction with construction work only, may be permitted in any zoning district

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after approval of the Building Inspection Department and the removal of which is accomplished within thirty (30) days after construction ceases or is completed. Mobile and temporary storage structures shall be regulated in accordance with Chapter 3, Article V, Section 3.E.2.

B. Emergency Housing.

1. In the event a housing emergency is declared to exist by the City Commission following a natural or man-made disaster, and subject to the conditions contained in this subsection, temporary structures such as mobile homes, manufactured homes, travel trailers, and recreational vehicles may be used as temporary housing by individuals who have been displaced from their primary residence due to damage from the disaster.

2. The following conditions shall apply to the use and placement of temporary structures such as mobile homes, manufactured homes, travel trailers, and recreational vehicles placed on properties only after the City Commission declares a housing emergency following a natural or man-made disaster:

a. A maximum of one (1) travel trailer/mobile home/manufactured home/recreational vehicle for the sole occupancy by the existing residents of the damaged home, will be allowed on an existing home site providing the following conditions exist on the site:

(1) The home located on the site has been declared "unsafe" by the Building Official or designee;

(2) The sanitary sewer must be properly connected to the city's sanitary sewer system in accordance with codes in effect at the time;

(3) Electrical service must be available on-site and have a proper connection for a travel trailer/mobile home/manufactured home/recreational vehicle; and

(4) Only a licensed mobile home/manufactured home installation contractor will be allowed to apply for a permit and perform any work related to the connection of plumbing, electrical, and mechanical service systems to the site.

b. Setback requirements shall be complied with to the maximum extent possible;

c. All other applicable regulations and code requirements, except parking, shall apply, including but not limited to flood plan management;

d. The use of mobile homes/manufactured homes, recreational vehicles, or travel trailers as temporary residences in a zoning district where such use is prohibited prior to the declaration of the housing emergency shall cease either upon the repair or reconstruction of the individual's residence or no later than eighteen (18) months after the date the City Commission declares a housing emergency, whichever occurs first;

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e. Housing sites for multiple temporary dwelling units established by the Federal Emergency Management Agency and approved by the City Commission may be established in any zoning district;

f. All drainage and stormwater management requirements shall be met;

g. Water and/or sewer connections to previously unserved locations will require permits and the payment of applicable connection fees.

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 2. Residential Districts.

…

F. R-3 Multi-family Residential District.

1. General. The purpose of the R-3 zoning ~~D~~district is to implement the medium density residential (MDR) future land use map (FLUM) classifications of the Comprehensive Plan. The intent of this conventional district, with a maximum density of eleven (11) dwelling units per acre, is to encourage vertical structures and viable multiple-family living environments. The preferred development pattern shall be designed such that it would provide adequate buffering, graduation of uses, and a layout that considers and complements adjacent uses and districts. Ideally, the R-3 ~~D~~district should be in close proximity to large concentrations of business and employment activities, as well as near sufficient roadways and public transportation routes. Site design should encourage safe traffic patterns, ingress and egress, adequate light, drainage, off-street parking, open space, on-site recreation areas, and community meeting provisions for the inhabitants.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-10).

a. Existing and/or future S~~s~~ingle-family (Detached) D~~d~~wellings shall conform to the building and site regulations of the R-1 ~~D~~district (see Table 3-8 in Section 2.D.3. above).

b. Two-family (Duplex) D~~d~~wellings shall conform to the building and site regulations of the R-2 D~~d~~istrict (see Table 3-9 in Section 2.E.3. above).

c. ~~Multiple~~Multi-family Dwellings and G~~g~~roup H~~h~~omes shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "residential uses".

d. All uses, excluding S~~s~~ingle-family, Two-family (D~~d~~uplex)~~,~~ and M~~m~~ulti-family Dwellings, and G~~g~~roup H~~h~~omes, shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "non-residential uses".

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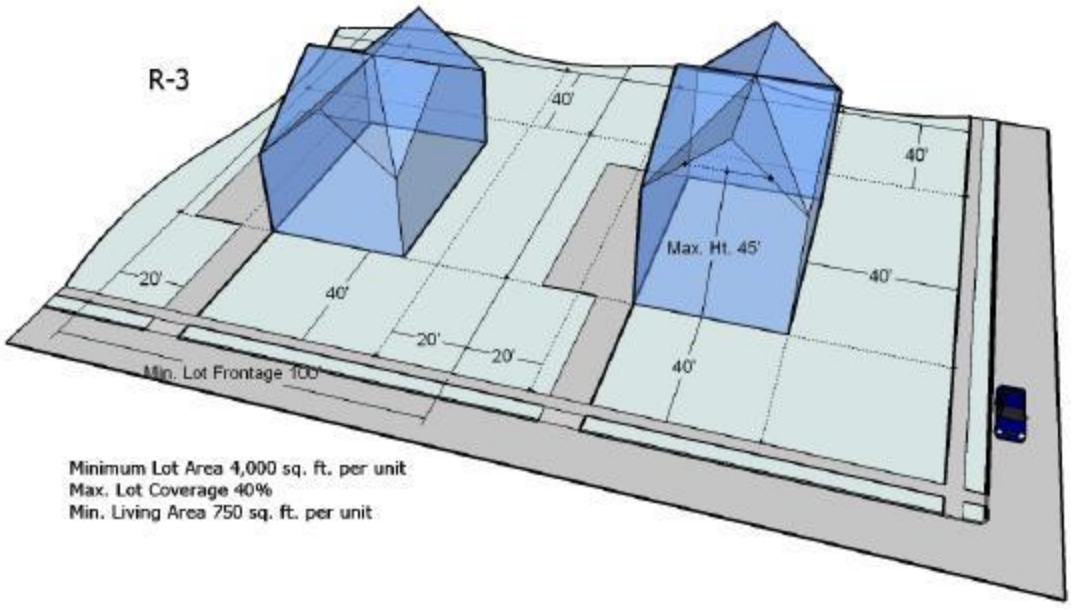
BUILDING/SITE REGULATIONS [4] ***R-3 District***	
(Residential Uses)	
Minimum lot area (per unit):	4,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 s.f.
Maximum lot coverage:	40%
Maximum structure height:	45 feet
(Non-Residential Uses)	
Minimum lot area:	20,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 sq. ft. per unit
Maximum lot coverage:	40%

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Maximum structure height:	45 feet



4. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.

5. Review and Approval Process.

a. Single-family (Detached) and Two-family (D~~e~~uplex) D~~e~~wellings and accessory uses thereto shall be allowed upon application to and approval by the Building Official for structures that require a building permit pursuant to Chapter 2, Article IV, Section 2.

b. Community and common areas, such as recreational areas, landscape buffers and tracts, and project signage may be subject to site plan review. In these instances, site plan approval shall be required prior to application for building permit.

c. ~~Multiple~~Multi-family D~~e~~wellings and non-residential uses shall require site plan approval in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

6. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V~~,~~. Minimum Off-Street Parking Requirements.

…

I. MHPD Mobile Home Planned Development District.

1. General.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

a. Purpose and Intent. The purpose of the MHPD zoning district is to implement the low density residential (LDR) future land use map (FLUM) classifications of the Comprehensive Plan. The intent of this planned zoning district is to provide efficient and imaginative design approaches to community planning, and to accommodate the housing needs of those residents who prefer mobile/manufactured home living and/or desire a more affordable alternative to conventional dwellings.

The MHPD zoning district creates an opportunity to promote sustainability with respect to land use, energy conservation and resource management. Rezoning to the MHPD zoning district is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas and that are away from high hazard areas.

For purposes of this Section 2.I, the term "mobile home" refers to either a Mobile Home (pre-1976) or a Manufactured Home (post-1976), as defined in Chapter 1, Article II. Definitions.

b. Existing Developments. For those mobile/manufactured home parks in existence prior to the adoption of these Regulations, or annexed to the city subsequent to the adoption of these Regulations, the site regulations under which the park was developed shall continue in force. General maintenance and minor modifications to existing improvements shall be allowed, if such maintenance and improvements do not worsen the extent of nonconformity. Should the park be damaged in excess of seventy-five percent (75%), redevelopment shall require submittal of a site plan for review and processing as a major site plan modification, to indicate how redevelopment will provide maximum compliance with development regulations, with particular emphasis on perimeter setbacks and buffering, and internal roadway design and access for service and emergency vehicles.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-14).

BUILDING/SITE REGULATIONS [4] **MHPD District**	
Minimum project area:	10 acres
Minimum lot size:	4,200 s.f.
Minimum perimeter setbacks:	25 feet
Special perimeter setback reduction for principal and accessory structures:	
Abutting: I-95 or railroad tracks:	50%

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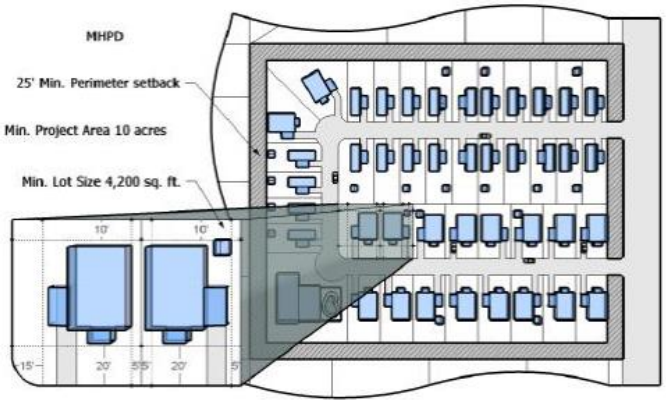
Words in underlined type are additions.

Abutting: Intracoastal~~:~~	50%
Abutting: Lakes~~:~~	50%
Abutting: Golf Course~~:~~	50%
Abutting: Canals wider than 150 ft	50%
Abutting: Canals narrower than 150 ft	33%
Abutting: Perimeter walls of community that abut other than residential~~:~~	50%
Abutting: Commercial or Industrial	50%
Abutting: Public or private park~~:~~	50%
Minimum yard setbacks (per lot):	
Front:	20 feet
Rear:	10 feet
Interior side:	5 feet
Corner side:	10 feet
Maximum lot coverage:	N/A
Maximum structure height:	30 feet



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4. Accessory Structures.

a. Structures of a permanent nature shall not be added or attached to a mobile home, unless such mobile home is placed upon a site conforming to the minimum requirements for a mobile home.

b. The combined area of all additions or attachments shall not exceed the gross area of the mobile home itself. Carports are not included in the above limitation provided that the width of the individual lot is adequate for separation requirements.

5. Review and Approval Process.

a. All development and redevelopment within the MHPD zoning district shall be governed by a master plan with approval granted by the City Commission in accordance with Chapter 2, Article II, Section 2.D.6.

b. Site plan approval shall be required in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

6. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V~~.~~, Minimum Off-Street Parking Requirements.

7. Modifications. Any modification proposed within the MHPD zoning district shall be in conformance with Master Plan modifications pursuant to Chapter 2, Article II, Section 2.D.6.

8. Miscellaneous.

a. No part of any mobile home, or any addition or appurtenances thereto shall be located within ten (10) feet of any accessory or service building or structure used in connection with a mobile/manufactured home park.

b. Additional perimeter buffering and landscape material may be required as recommended by the Director of Planning and Zoning or designee to ensure compatibility with adjacent properties.

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ARTICLE IV. USE REGULATIONS

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Sec. 3 Use Regulations

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D. Use Matrix (Table 3-28)

P = Permitted C = Conditional A = Accessory	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	IPUD	PUD	MHPD	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-C	M-1	PID	PU	REC
Residential & Lodging																									
Dwelling, Single- family (Detached)	P 38	P 38	P 38	P 38	P 38	P 38	P 38	P 38			P 38					P 38									

...

Live-Work Units																P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home/ Mobile Home									P 38																

...

E. Use Footnotes

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38. General Note. Any Single-family (Detached) Dwelling, Mobile Home, or Manufactured Home with an open space between the finished floor and grade shall have a perimeter foundation enclosure (skirting) constructed of durable, ground-contact-rated materials, continuously anchored, and ventilated to prevent moisture buildup. Acceptable materials include concrete block (CMU), faux rock systems, poured concrete, pressure-treated wood rated for ground contact, fiber-cement panels, vinyl skirting designed for manufactured homes, corrosion-resistant metal panels, or composite skirting systems. All wheels shall be removed from any Mobile Home or Manufactured Home prior to the issuance of a certificate of occupancy. A Manufactured Home that qualifies as an Offsite-Constructed Residential Dwelling is a Single-family (Detached) Dwelling and is permitted in any zoning district where Single-family (Detached) Dwellings are permitted.

...

Section 5: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida. The City Clerk is

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hereby directed to forward the final adopted Ordinance to the Development Director or designee for incorporation into the Land Development Regulations. The Development Director or designee is authorized to make such section renumbering, relettering, and formatting changes as may be necessary to accomplish such intent, including the correction of typographical errors and the updating of cross-references.

Section 6: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 7: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 8: Effective Date. That this Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

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FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Code of Ordinances Part III, Land Development Regulations, Chapter 1, "General Administration," Article II, "Definitions," to Add and Amend Definitions Related to Manufactured Buildings, Manufactured Homes, Mobile Homes, Mobile/Manufactured Home Parks, and Offsite-Constructed Residential Dwellings; Amending Chapter 2 "Land Development Process," Article III "Engineering Services," Section 2 "Subdivision and Platting"; Amending Chapter 3 "Zoning," Article II "General Provisions," Section 8 "Temporary Buildings and Collection Sites," Article III "Zoning Districts and Overlay Zones," Section 2 "Residential Districts," to Update the R-3 Multi-Family Residential District and the MHPD Mobile Home Planned Development District; Article IV "Use Regulations," Section 3 "Use Regulations," D. "Use Matrix" to Rename "Manufactured Home" as "Manufactured Home/Mobile Home" as a Specific Use; and E. "Use Footnotes" to Include a New Footnote 38 Applicable to Single-Family Residential (Detached) Dwellings and Manufactured Homes/Mobile Homes; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Staff proposes amendments to the City's Land Development Regulations (LDR) to ensure consistency with section 553.385, Florida Statutes, as created by Chapter 2026-7 and amended by Chapter 2026-63, Laws of Florida. The new state law requires local governments to allow Offsite-Constructed Residential Dwellings, including Manufactured (Modular) Buildings intended for single-family residential use and Manufactured Homes treated as real property, in any zoning district where Single-family (Detached) Dwellings are permitted. The law also prohibits local governments from treating Offsite-Constructed Residential Dwellings differently or more restrictively than site-built single-family homes in the same zoning district.

To comply, staff proposes to (1) amend the definition of Dwelling, Single-family (Detached) to include Offsite-Constructed Residential Dwellings, and add or update the definitions of Manufactured (Modular) Building, Manufactured Home, Mobile Home, Mobile/Manufactured Home Park, and Offsite-Constructed Residential Dwelling to align with state law, with the Manufactured (Modular) Building, Manufactured Home, and Mobile Home definitions cross-referencing the Florida Statutes; (2) amend the Use Matrix (Table 3-28) to rename the "Manufactured Home" use as "Manufactured Home/Mobile Home," which remains permitted only in the MHPD Mobile Home Planned Development District; (3) add Use Footnote 38, which establishes a foundation enclosure (skirting) standard for all single-family detached dwellings, mobile homes, and manufactured homes with an open space between the finished floor and grade, requires wheel removal from mobile and manufactured homes before a certificate of occupancy is issued, and confirms that a Manufactured Home qualifying as an Offsite-Constructed Residential Dwelling is permitted wherever Single-family (Detached) Dwellings are permitted; and (4) make consistency updates to the R-3 Multi-Family Residential District, the MHPD Mobile Home Planned Development District, the subdivision and platting regulations, and the emergency housing provisions to reflect the revised definitions.

By including Offsite-Constructed Residential Dwellings in the definition of Dwelling, Single-family (Detached), every zoning district that currently permits detached single-family homes will also permit Offsite-Constructed Residential Dwellings on the same terms as site-built homes. Mobile homes fabricated before June 15, 1976, which are not covered by the new state law, will continue to be permitted only in the MHPD Mobile Home Planned Development District.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

   N/A

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

   N/A

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

   N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

   N/A

4. Additional information the governing body deems useful (if any):

The estimates and statements provided herein are based on information reasonably available to the City at the time of preparation and are not intended to constitute a guarantee or prediction of economic impact. This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 1. GENERAL ADMINISTRATION

…

ARTICLE II. DEFINITIONS

…

DWELLING, SINGLE-FAMILY (DETACHED) - A detached building or modular structure containing one (1) dwelling unit entirely surrounded by open space and not attached to another dwelling unit's foundation or roof or joined at one (1) or more sides by a tenant separation (party) wall or walls. This shall include an “Offsite-Constructed Residential Dwelling”.

…

MANGROVE STAND - An assemblage of trees which contain one (1) or more of the following species: black mangrove, red mangrove, white mangrove and buttonwood.

MANUFACTURED (MODULAR) BUILDING - a closed structure, building assembly, or system of subassemblies, which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured in manufacturing facilities for installation or erection as a finished building or as part of a finished building, which shall include, but not be limited to, residential, commercial, institutional, storage, and industrial structures. The term includes buildings not intended for human habitation such as lawn storage buildings and storage sheds manufactured and assembled offsite by a manufacturer certified in conformance with this part. The term also includes factory-built school buildings, which means any building designed or intended for use as a school building, which is in whole or in part, manufactured at an offsite facility in compliance with the Florida Building Code, including specific requirements for Public Educational Facilities. This part does not apply to Mobile Homes.

MANUFACTURED HOME - ~~A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The structure is designed for long term occupancy as a complete dwelling unit and containing all conveniences and facilities, with plumbing and electrical connections provided for attachment to approved utility systems. All wheels shall be removed prior to the issuance of a certificate of occupancy.~~ A Mobile Home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act.

MOBILE/MANUFACTURED HOME PARK - ~~Premises typically referred to as a mobile home or trailer park, where manufactured homes are installed for non-transient living or sleeping purposes.~~
A parcel or subdivision of land designed for the installation of multiple Mobile or Manufactured Homes for non-transient residential occupancy, where lots may be sold or leased for the placement of such homes. These developments are commonly referred to as mobile home parks or trailer

parks. A subdivision of land platted and intended for the sale of lots for the placement of Mobile or Manufactured Homes is also recognized under Florida law as a mobile/manufactured home subdivision.

…

MOBILE HOME - ~~See "Manufactured Home."~~ A structure fabricated before June 15, 1976, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. For tax purposes, the length of a mobile home is the distance from the exterior of the wall nearest to the drawbar and coupling mechanism to the exterior of the wall at the opposite end of the home where such walls enclose living or other interior space. Such distance includes expandable rooms, but excludes bay windows, porches, drawbars, couplings, hitches, wall and roof extensions, or other attachments that do not enclose interior space. In the event that the mobile home owner has no proof of the length of the drawbar, coupling, or hitch, then the tax collector may in his or her discretion either inspect the home to determine the actual length or may assume 4 feet to be the length of the drawbar, coupling, or hitch.

~~MOBILE HOME PARK - A subdivision of land for the sale of lots for manufactured homes.~~

…

OFF-PREMISES STORAGE - Storage which is not located on the same parcel as the principal use to which such storage is an accessory use.

OFFSITE-CONSTRUCTED RESIDENTIAL DWELLING - a “Manufactured Building” which is intended for single-family residential use, or a “Manufactured Home” which is constructed in whole or in part offsite and is treated as real property.

ON-PREMISES - At the place of business of a particular use, including the entire lot or parcel and any structure thereon, as opposed to on the customer's premises.

…

CHAPTER 2. LAND DEVELOPMENT PROCESS

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ARTICLE III. ENGINEERING SERVICES

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Sec. 2. Subdivision and Platting.

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C. Final Plat.

…

3. Review Criteria.

…

n. Mobile/Manufactured Home Park Developments. Mobile home subdivisions shall be in the proper zone for such development and prior to the submittal of the final plat and supporting data shall have the approval of the final zoning authority and shall meet all of the requirements of the zoning code. The dedication on the plat of a mobile home subdivision shall include the following additional provisions or wording equal hereto: "Said owner(s) hereby dedicate(s) the lots shown on the plat exclusively for mobile home, manufactured home or trailer parking and use incidental thereto, except as to the lots indicated for other purposes on the plat. Mobile home, manufactured home or trailer parking is allowed only on the indicated lots. Areas indicated as parks or playgrounds are dedicated for the use of the owners of the lots shown on this plat."

Mobile/Manufactured home subdivision plats shall conform to all the requirements of these Regulations and the requirements of F.S. Chapter 177, as amended.

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CHAPTER 3. ZONING

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ARTICLE II. GENERAL PROVISIONS

…

Sec. 8. Temporary Buildings and Collection Sites.

A. In connection with Construction Activity. Temporary buildings such as models, offices and tool sheds used in conjunction with construction work only, may be permitted in any zoning district after approval of the Building Inspection Department and the removal of which is accomplished within thirty (30) days after construction ceases or is completed. Mobile and temporary storage structures shall be regulated in accordance with Chapter 3, Article V, Section 3.E.2.

B. Emergency Housing.

1. In the event a housing emergency is declared to exist by the City Commission following a natural or man-made disaster, and subject to the conditions contained in this subsection, temporary structures such as mobile homes, manufactured homes, travel trailers, and recreational vehicles may be used as temporary housing by individuals who have been displaced from their primary residence due to damage from the disaster.

2. The following conditions shall apply to the use and placement of temporary structures such as mobile homes, manufactured homes, travel trailers, and recreational vehicles placed on properties only after the City Commission declares a housing emergency following a natural or man-made disaster:

a. A maximum of one (1) travel trailer/mobile home/manufactured home/recreational vehicle for the sole occupancy by the existing residents of the damaged home, will be allowed on an existing home site providing the following conditions exist on the site:

(1) The home located on the site has been declared "unsafe" by the Building Official or designee;

(2) The sanitary sewer must be properly connected to the city's sanitary sewer system in accordance with codes in effect at the time;

(3) Electrical service must be available on-site and have a proper connection for a travel trailer/mobile home/manufactured home/recreational vehicle; and

(4) Only a licensed mobile home/manufactured home installation contractor will be allowed to apply for a permit and perform any work related to the connection of plumbing, electrical, and mechanical service systems to the site.

b. Setback requirements shall be complied with to the maximum extent possible;

c. All other applicable regulations and code requirements, except parking, shall apply, including but not limited to flood plan management;

d. The use of mobile homes, recreational vehicles, or travel trailers as temporary residences in a zoning district where such use is prohibited prior to the declaration of the housing emergency shall cease either upon the repair or reconstruction of the individual's residence or no later than eighteen (18) months after the date the City Commission declares a housing emergency, whichever occurs first;

e. Housing sites for multiple temporary dwelling units established by the Federal Emergency Management Agency and approved by the City Commission, may be established in any zoning district;

f. All drainage and stormwater management requirements shall be met;

g. Water and/or sewer connections to previously unserved locations will require permits and the payment of applicable connection fees.

…

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

…

Sec. 2. Residential Districts.

…

F. R-3 Multi-family Residential District.

1. General. The purpose of the R-3 zoning ~~D~~district is to implement the medium density residential (MDR) future land use map (FLUM) classifications of the Comprehensive Plan. The intent of this conventional district, with a maximum density of eleven (11) dwelling units per acre, is to encourage vertical structures and viable multiple-family living environments. The preferred development pattern shall be designed such that it would provide adequate buffering, graduation of uses, and a layout that considers and complements adjacent uses and districts. Ideally, the R-3 ~~D~~district should be in close proximity to large concentrations of business and employment activities, as well as near sufficient roadways and public transportation routes. Site design should encourage safe traffic patterns, ingress and egress, adequate light, drainage, off-street parking, open space, on-site recreation areas, and community meeting provisions for the inhabitants.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-10).

a. Existing and/or future S~~s~~ingle-family (Detached) D~~d~~wellings shall conform to the building and site regulations of the R-1 ~~D~~district (see Table 3-8 in Section 2.D.3. above).

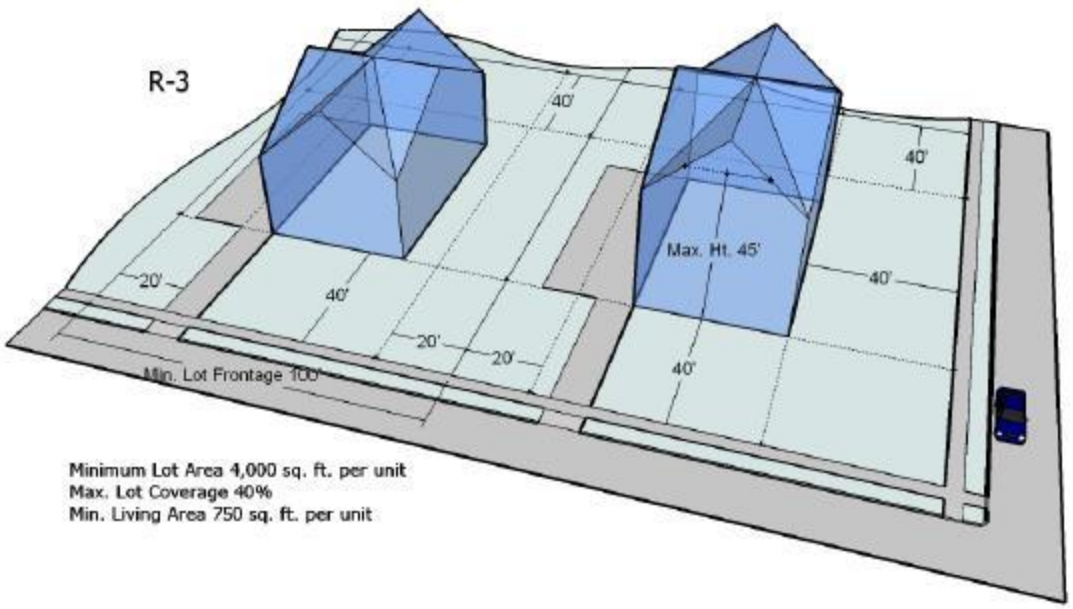
b. Two-family (Duplex) D~~d~~wellings shall conform to the building and site regulations of the R-2 D~~d~~istrict (see Table 3-9 in Section 2.E.3. above).

c. ~~Multiple~~Multi-family Dwellings and G~~g~~roup H~~h~~omes shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "residential uses".

d. All uses, excluding Ssingle-family, Two-family (Dduplex), and Mmulti-family Dwellings, and Ggroup Hhomes, shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "non-residential uses".

BUILDING/SITE REGULATIONS [4] ***R-3 District***	
(Residential Uses)	
Minimum lot area (per unit):	4,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 s.f.
Maximum lot coverage:	40%
Maximum structure height:	45 feet
(Non-Residential Uses)	
Minimum lot area:	20,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet

Corner side:	40 feet
Minimum living area:	750 sq. ft. per unit
Maximum lot coverage:	40%
Maximum structure height:	45 feet



4. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.

5. Review and Approval Process.

a. Single-family (Detached) and Two-family (D~~d~~uplex) D~~d~~wellings and accessory uses thereto shall be allowed upon application to and approval by the Building Official for structures that require a building permit pursuant to Chapter 2, Article IV, Section 2.

b. Community and common areas, such as recreational areas, landscape buffers and tracts, and project signage may be subject to site plan review. In these instances, site plan approval shall be required prior to application for building permit.

c. ~~Multiple~~Multi-family D~~d~~wellings and non-residential uses shall require site plan approval in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

6. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V~~.~~ Minimum Off-Street Parking Requirements.

…

I. MHPD Mobile Home Planned Development District.

1. General.

a. Purpose and Intent. The purpose of the MHPD zoning district is to implement the low density residential (LDR) future land use map (FLUM) classification~~s~~ of the Comprehensive Plan. The intent of this planned zoning district is to provide efficient and imaginative design approaches to community planning, and to accommodate the housing needs of those residents who prefer mobile/manufactured home living and/or desire a more affordable alternative to conventional dwellings.

The MHPD zoning district creates an opportunity to promote sustainability with respect to land use, energy conservation and resource management. Rezoning to the MHPD zoning district is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas and that are away from high hazard areas.

For purposes of this chapter, the term “mobile home” refers to either a Mobile Home (pre-1976) or a Manufactured Home (post-1976), as defined in Chapter 1, Article II. Definitions.

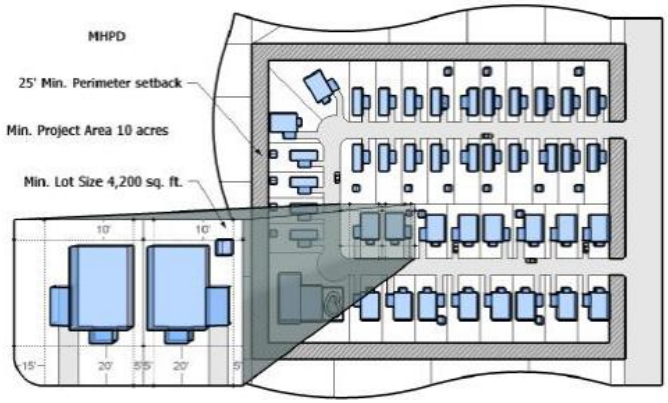
b. Existing Developments. For those mobile/manufactured home parks in existence prior to the adoption of these Regulations, or annexed to the city subsequent to the adoption of these Regulations, the site regulations under which the park was developed shall continue in force. General maintenance and minor modifications to existing improvements shall be allowed, if such maintenance and improvements do not worsen the extent of nonconformity. Should the park be damaged in excess of seventy-five percent (75%), redevelopment shall require submittal of a site plan for review and processing as a major site plan modification, to indicate how redevelopment will provide maximum compliance with development regulations, with particular emphasis on perimeter setbacks and buffering, and internal roadway design and access for service and emergency vehicles.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-14).

BUILDING/SITE REGULATIONS [4] **MHPD District**	
Minimum project area:	10 acres
Minimum lot size:	4,200 s.f.
Minimum perimeter setbacks:	25 feet

Special perimeter setback reduction for principal and accessory structures:	
Abutting: I-95 or railroad tracks~~:~~	50%
Abutting: Intracoastal~~:~~	50%
Abutting: Lakes~~:~~	50%
Abutting: Golf Course~~:~~	50%
Abutting: Canals wider than 150 ft	50%
Abutting: Canals narrower than 150 ft	33%
Abutting: Perimeter walls of community that abut other than residential~~:~~	50%
Abutting: Commercial or Industrial	50%
Abutting: Public or private park~~:~~	50%
Minimum yard setbacks (per lot):	
Front:	20 feet
Rear:	10 feet
Interior side:	5 feet
Corner side:	10 feet
Maximum lot coverage:	N/A
Maximum structure height:	30 feet



4. Accessory Structures.

a. Structures of a permanent nature shall not be added or attached to a mobile home, unless such mobile home is placed upon a site conforming to the minimum requirements for a mobile home.

b. The combined area of all additions or attachments shall not exceed the gross area of the mobile home itself. Carports are not included in the above limitation provided that the width of the individual lot is adequate for separation requirements.

5. Review and Approval Process.

a. All development and redevelopment within the MHPD zoning district shall be governed by a master plan with approval granted by the City Commission in accordance with Chapter 2, Article II, Section 2.D.6.

b. Site plan approval shall be required in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

6. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V~~,~~. Minimum Off-Street Parking Requirements.

7. Modifications. Any modification proposed within the MHPD zoning district shall be in conformance with Master Plan modifications pursuant to Chapter 2, Article II, Section 2.D.6.

8. Miscellaneous.

a. No part of any mobile home, or any addition or appurtenances thereto shall be located within ten (10) feet of any accessory or service building or structure used in connection with a mobile/manufactured home park.

b. Additional perimeter buffering and landscape material may be required as recommended by the Director of Planning and Zoning or designee to ensure compatibility with adjacent properties.

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-010, passed 6-19-12; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 16-024, passed 1-3-17; Am. Ord. 17-023, passed 9-19-17; Am. Ord. 19-018, passed 7-2-19; Am. Ord. 19-032, passed 10-1-19; Am. Ord. 20-004, passed 3-3-20; Am. Ord. 20-017, passed 7-7-20; Am. Ord. 20-018, passed 7-7-20; Am. Ord. 22-022, passed 11-14-22)

…

ARTICLE IV. USE REGULATIONS

…

Sec 3. Use Regulations

…

D. Use Matrix (Table 3-28)

P = Permitted C = Conditional A = Accessory	**R-1-AAB**	**R-1-AA**	**R-1-A**	**R-1**	**R-2**	**R-3**	**IPUD**	**PUD**	**MHPD**	**C-1**	**C-2**	**C-3**	**C-4**	**CBD**	**PCD**	**SMU**	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**	**M-1**	**PID**	**PU**	**REC**
Residential & Lodging																									
Dwelling, Single-family (Detached)	P 38	P 38	P 38	P 38	P 38	P 38	P 38	P 38			P 38					P 38									

…

Live-Work Units																P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home/ Mobile Home									P 38																

…

E. Use Footnotes

…

38. General Note. Any Single-family (Detached) Dwelling with an open space between the finished floor and grade shall have a perimeter foundation enclosure (skirting) constructed of durable, ground-contact-rated materials, continuously anchored, and ventilated to prevent moisture buildup. Acceptable materials include concrete block (CMU), faux rock systems, poured concrete, pressure-treated wood rated for ground contact, fiber-cement panels, vinyl skirting designed for manufactured homes, corrosion-resistant metal panels, or composite skirting systems. All wheels shall be removed prior to the issuance of a certificate of occupancy.

39. Reserved.

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DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Members of the City Commission
THRU:	Gabe Sevigny Interim Planning and Zoning Division Director
FROM:	Leticia Sabio Planner I
DATE:	October 1, 2026 City Commission Dates: October 20, 2026 & November 3, 2026
REQUEST:	Approve amendments to Chapter 1, Article II "Definitions"; Chapter 2, Article III, Section 2 "Subdivision and Platting"; Chapter 3, Article II, Section 8 "Temporary Building and Collection Sites", Article III, Section 2 "Residential Districts", and Article IV, Section 3 "Use Regulations; of the Land Development Regulations to incorporate changes related to Offsite-Constructed Residential Dwelling and comply with new state legislation.

OVERVIEW

Staff proposes amendments to the City's Land Development Regulations (LDR) to ensure consistency with Chapter 2026-7 and Chapter 2026-63, Laws of Florida, which became effective July 1, 2026.

The new state law requires local governments to allow *Offsite-Constructed Residential Dwellings*, including *Manufactured Buildings* intended for single-family residential use and *Manufactured Homes*, in any zoning district where single-family detached dwellings are permitted. The law further prohibits cities from treating *Offsite-Constructed Residential Dwellings* more restrictively than site-built single-family homes.

To comply, staff proposes to (1) update the definition of *Dwelling, Single-Family (Detached)* to include *Offsite-Constructed Residential Dwellings*, and update all related definitions to match State terminology, (2) Amend the Use Matrix (Table 3-28) and the Use Footnotes section to establish regulations for foundation enclosure (skirting) for all dwellings with an open space between the finished floor and grade, and (3) other clean-ups and consistency updates throughout the LDR to reflect the revised definitions.

By amending the definition of *Dwelling, Single Family (Detached)* to include *Offsite Constructed Residential Dwellings*, all zoning districts that currently permit detached single-family homes will also permit *Offsite Constructed Residential Dwellings*, ensuring consistency with State legislation.

EXPLANATION & PROPOSED AMENDMENT

Chapter 2026-7 and Chapter 2026-63, Laws of Florida, amended Section 553.385, F.S., defining *Offsite-Constructed Residential Dwelling* to include a *Manufactured Building* under §553.36(13), which is intended for single-family residential use, or a *Manufactured Home* under §320.01(2)(b).

Under this new statute, *Offsite-Constructed Residential Dwellings* must be permitted as of right in all zoning districts that allow single-family detached residences. Local governments may not adopt

or enforce zoning or development regulations that treat *Offsite-Constructed Residential Dwelling* differently or more restrictively than site-built homes. Any conflicting codes are declared void and unenforceable.

To achieve consistency with these state requirements, staff propose the following LDR amendments:

1. **Amend Chapter 1, Article II. Definitions**

   a. Update the definition of *Dwelling, Single-Family (Detached)* to clarify that the term includes *Offsite-Constructed Residential Dwelling*, consistent with the State definition. This change ensures these manufactured structures are recognized as single-family dwellings for all zoning and land-use purposes.

   b. Include the definition for *Manufactured (Modular) Building* matching the State's statutory definition.

   c. Update the definition for *Manufactured Home* to be consistent with the State's statutory definition.

   d. Update the definition of *Manufactured Home Park* to *Mobile/Manufactured Home Park* and revise the definition for further clarification.

   e. Update the definition for *Mobile Home* to be consistent with the State's statutory definition.

   f. Remove the definition of *Mobile Home Park*, since this has been combined with *Mobile/Manufactured Home Park.*

   g. Include a new definition for *Offsite-Constructed Residential Dwelling*, consistent with the State's statutory definition.

2. **Amend Chapter 2, Article III, Section 2. C. 3. Review Criteria for Final Plat**
   Include the term "Manufactured" wherever the LDR currently refers to *Mobile Home*, to ensure consistency between the definitions. All references should be updated to *Mobile/Manufactured Home* or *Mobile/Manufactured Home Park*, as appropriate, since the two terms now have different definitions.

3. **Amend Chapter 3, Article II, Section 8. Temporary Buildings and Collection Sites**
   Include the term *Manufactured Home* within the list of temporary buildings for Emergency Housing to ensure consistency now that the terms *Mobile Home* and *Manufactured Home* have different definitions.

4. **Amend Chapter 3, Article III, Section 2. F. R-3 Multi-family Residential District**
   Update terminology and capitalization for consistency with defined terms, such as revising "single family dwelling" to "Single-Family (Detached) Dwelling."

5. **Amend Chapter 3, Article III, Section 2. I. MHPD Mobile Home Planned Development District**
   Include clarification that for purposes of this chapter, which refers to the zoning regulations applicable to the Mobile Home Planned Development District, the term *Mobile Home* refers to either a *Mobile Home* or a *Manufactured Home*, as defined by the applicable definitions.

6. **Amend Chapter 3, Article IV, Section 3. Use Regulations**

a. Update Use Matrix (Table 3-28) to include footnote #38 to all zoning districts where single-family detached dwellings are allowed, establishing regulations for foundation enclosure (skirting) for all dwellings with an open space between the finished floor and grade.

b. Revise the *Manufactured Home* use category to include *Mobile Home* in the Use Matrix (Table 3-28). Under this change, both *Manufactured Home* (post-1976) and *Mobile Homes* (pre-1976) are permitted within the MHPD zoning district.

c. Update Use Matrix (Table 3-28) to include footnote #38 to MHPD zoning district, establishing regulations for foundation enclosure (skirting) for *Manufactured Home* and *Mobile Home* within the MHPD district.

CONCLUSION/RECOMMENDATION

Staff recommends **APPROVAL** of Proposed Ordinance amending the applicable sections of the Land Development Regulations to ensure consistent treatment of *Offsite-Constructed Residential Dwelling* within all single-family residential zoning districts, as well as consistency among related definitions throughout the Code, and bring the City Code into compliance with Chapter 2026-7 and Chapter 2026-63, Laws of Florida.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

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

Requested Action: Staff recommends approval of Proposed Ordinance 26-030 at first reading.

Explanation of Request: Generations of men and women have answered the call to serve in the Armed Forces of the United States. They have left their families, homes, and careers to defend our freedoms, often at great personal cost. Many come home carrying the visible and invisible wounds of their service. All of them come home with the discipline, leadership, integrity, and mission focus that military service builds.

Those veterans are our neighbors. According to the U.S. Census Bureau, 3,315 veterans live in the City of Boynton Beach, and 63,752 veterans live in Palm Beach County (American Community Survey, 2020–2024). Statewide, the FDVA reports about 1.38 million veterans in Florida, the second-largest veteran population in the nation, behind only Texas. The FDVA also reports that more than 500,000 Florida veterans have a service-connected disability, and more than 400,000 served during the Vietnam era.

When veterans return to civilian life, many put the skills they learned in uniform to work by starting their own businesses. Veteran-owned businesses hire other veterans, build up local economies, and bring the same commitment to their customers that they brought to their country. Yet veterans who start businesses face real obstacles. Years spent serving the nation are years not spent building business networks, developing bonding capacity, building credit history, or gaining familiarity with public procurement. A preference program helps level that playing field. It does not lower the standards a vendor must meet.

The State recognized this by passing the Florida Veteran Business Enterprise Opportunity Act (s. 295.187, F.S.). The Act sets up a statewide certification for Veteran Business Enterprises (VBEs), administered by the Department of Management Services' Office of Supplier Diversity. It also expressly encourages cities and counties to give certified VBEs consideration

in their own procurement. The City has no such program today. This ordinance answers the Legislature's invitation and turns the City's gratitude toward veterans into concrete economic opportunity.

The ordinance is built to honor that service while protecting taxpayers and keeping the City's procurement process fair:

- The City never pays more. In sealed bids, a certified VBE within 10% of the lowest bid has the opportunity to match it. The City still pays the lowest price.
- Quality still matters. In RFPs, RFQs, and other best-value solicitations, certified VBEs receive 5 evaluation points (or 5% of total points). VBE status is one factor alongside qualifications, experience, and price.
- Ties go to veterans. When a certified VBE and a non-VBE submit equal bids or proposals, the award goes to the VBE.
- Only verified veterans benefit. Eligibility requires current State certification, submitted with the bid, and confirmed against State records. Vendors who misrepresent their status face rejection, contract termination, and debarment.
- It works alongside existing programs. The VBE preference combines with the City's other preference programs, such as the Local Business Preference. A local, veteran-owned business can therefore benefit from both.
- It stays within the law. The preference does not apply where state or federal law, or grant terms, prohibit it. That includes CCNA professional services, certain grant-funded and state-funded construction projects, cooperative/piggyback contracts, and emergency or sole-source purchases.
- It is accountable. Procurement Services will report to the Commission annually on the programs performance.

The more than 3,300 veterans who call Boynton Beach home have already served their country. Adopting this ordinance sends a clear message: the City of Boynton Beach does more than thank veterans for their service. It opens the door for them to keep serving their community as business owners, employers, and partners of the City.

How will this affect city programs or services? Allowing a veteran's preference.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord 26-030 Agenda_Item_5067-2026_-_Ordinance_No._26-XXX_-_Veteran_Preference_-_AR_and_SW_-_Final.docx
business-impact-estimate-Veteran Ordinance.docx
VBE Preference Ordinance - Final.pptx

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE IV "PURCHASING AND CONSULTANTS," OF THE CITY'S CODE OF ORDINANCES BY CREATING A NEW SECTION 2-62 "VETERAN BUSINESS ENTERPRISE PREFERENCE," TO ESTABLISH A PROCUREMENT PREFERENCE FOR CERTIFIED VETERAN BUSINESS ENTERPRISES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach (the "City") is a municipal corporation of the State of Florida with broad home rule authority under Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes, to enact legislation concerning any subject matter upon which the Legislature may act, including the establishment of procurement policies and preferences; and

WHEREAS, section 295.187, Florida Statutes, the Florida Veteran Business Enterprise Opportunity Act, establishes a certification for Veteran Business Enterprises administered by the Florida Department of Management Services through its Office of Supplier Diversity; and

WHEREAS, section 295.187(4)(c), Florida Statutes, encourages political subdivisions of the State to provide consideration to certified veteran business enterprises in their procurement activities; and

WHEREAS, the City wishes to recognize the service and sacrifice of the men and women who have served in the Armed Forces of the United States by encouraging the participation of certified Veteran Business Enterprises in the City's procurement opportunities, while preserving fair and open competition and the integrity of the City's procurement process; and

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WHEREAS, the City maintains other procurement preference programs and intends that the preference established by this Ordinance operate concurrently with, and in addition to, such other programs, except as otherwise provided by the terms of the applicable program; and

WHEREAS, the City intends that the preference established by this Ordinance not apply where its application is prohibited by, or would conflict with, applicable law, including grant-funded procurements, professional services procured under the Consultants' Competitive Negotiation Act, and certain public construction procurements, as well as any other goods or services that may need to be solicited in the future; and

WHEREAS, the City intends that the preference established by this Ordinance not be applied where its application would conflict with section 255.0991 or section 255.0992, Florida Statutes, relating to state-funded public works projects; and

WHEREAS, the City Commission intends that this Ordinance be administered consistently with the City's Purchasing Policy Manual adopted pursuant to Section 2-56.1(b) of the City's Code of Ordinances and directs that the Manual be amended to conform to this Ordinance; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

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

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Section 1: Ratification. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Creation of Section 2-62. Chapter 2 "Administration," Article IV "Purchasing and Consultants," of the City's Code of Ordinances is hereby amended by creating a new Section 2-62 to read as follows:

Sec. 2-62. Veteran Business Enterprise Preference.

(a) Purpose and intent. The purpose of this section is to encourage participation by certified Veteran Business Enterprises in the City's procurement opportunities, in recognition of the service and sacrifice of the men and women who have served in the Armed Forces of the United States, while preserving fair and open competition. This section is adopted pursuant to the City's home rule authority and is intended to complement section 295.187, Florida Statutes, which encourages political subdivisions to provide consideration to certified veteran business enterprises.

(b) Definitions. For purposes of this section, the following terms shall have the meanings set forth below:

"Best-value solicitation" means a competitive solicitation in which the award is based on a combination of price and non-price factors rather than on price alone.

"City" means the City of Boynton Beach, Florida.

"DMS" means the Florida Department of Management Services, or its successor agency.

"Formal solicitation" means a competitive solicitation issued pursuant to the Sealed Competitive Method described in the City's Purchasing Policy Manual, including a sealed Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest, for a procurement meeting or exceeding the Mandatory Solicitation Amounts set forth in that Manual.

"Local Business Preference" means the preference program for Local Businesses set forth in the City's Purchasing Policy Manual, as amended from time to time.

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"Low bid" means the lowest bid submitted by a responsive and responsible bidder in a competitive sealed bid, as determined by the City; the terms "low bid" and "lowest responsive, responsible bid" are used interchangeably in this section.

"Office of Supplier Diversity or OSD" means the Office of Supplier Diversity within DMS, or its successor, which administers the certification of Veteran Business Enterprises under section 295.187, Florida Statutes.

"Ordinal ranking" means an evaluation method in which proposals are ranked in order of preference by the members of an evaluation committee without the assignment of numerical points.

"Points-based evaluation" means an evaluation method in which proposals are scored on a numerical point scale.

"Right to match" means the opportunity extended to a certified VBE to match the low bid and receive the award, as provided in subsection (d).

"Veteran Business Enterprise or VBE" means a business that holds a current and active certification as a Veteran Business Enterprise issued by DMS through the OSD pursuant to section 295.187, Florida Statutes.

(c) Certification and verification required. Eligibility for any preference under this section shall be established as follows:

(1) A vendor claiming a preference under this section must hold a current and active VBE certification issued by DMS through the OSD at the time of bid or proposal submittal and at the time of award.

(2) To claim a preference under this section, a vendor shall submit, at the time of and together with its bid or proposal, documentation of its VBE certification issued by DMS through the OSD. A vendor that fails to submit the required certification documentation at the time of bid or proposal submittal shall not be entitled to any preference under this section, and no preference shall be applied. The certification documentation shall be accompanied by a certification statement, in the form established by Procurement Services and executed under penalty of perjury by an authorized representative of the vendor, affirming the vendor's certification status and affirming that the vendor will perform a commercially useful function under any resulting contract.

(3) Procurement Services shall determine eligibility based upon the vendor's certification status as reflected in the records of the OSD. Certification status is not subject to cure after the submittal deadline.

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(4) Continuing eligibility. A vendor claiming a preference under this section shall notify Procurement Services in writing within five (5) business days of any revocation, lapse, suspension, or non-renewal of its VBE certification, and of any event required to be reported to DMS under section 295.187(5)(d), Florida Statutes, occurring before contract execution. If a vendor's certification is revoked or lapses after a preference has been applied but before award, the preference shall be withdrawn, and the procurement shall proceed as if no preference had been claimed.

(5) Misrepresentation; remedies. A vendor that misrepresents its VBE certification status, or that fails to perform a commercially useful function after receiving a preference under this section, shall be subject to rejection of its bid or proposal, rescission or termination of any resulting contract, and suspension or debarment under the debarment and suspension provisions of the City's Purchasing Policy Manual. These remedies are in addition to any remedy available under sections 287.133 and 838.22, Florida Statutes, and any other applicable law.

(d) Right to match; competitive sealed bids. The following preference shall apply to formal solicitations that are competitive sealed bids in which an award is made to the lowest responsive, responsible bidder:

(1) If a certified VBE submits a responsive and responsible bid that is within ten percent (10%) of the low bid, and the low bid was not submitted by a certified VBE, the City shall offer the certified VBE the opportunity to match the low bid.

(2) If more than one certified VBE submits a bid within ten percent (10%) of the low bid, the opportunity to match shall be offered first to the certified VBE with the lowest bid among them, and thereafter in ascending order of bid amount.

(3) A certified VBE offered the right to match shall have the period stated in the solicitation, or if none is stated, five (5) business days, to agree in writing to match the low bid. If the certified VBE timely agrees to match, the City shall award to that VBE at the matched price. If the certified VBE declines or fails to respond timely, the right to match shall pass to the next eligible certified VBE within the band, if any, and otherwise the award shall proceed without application of this preference.

(4) In no event shall the application of this subsection require the City to pay more than the low bid.

(e) Evaluation points; requests for proposals and best-value solicitations. The following preference shall apply to formal solicitations that are requests for proposals or requests for qualifications and other best-value solicitations evaluated by a points-based method:

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(1) In any solicitation evaluated on a one hundred (100) point scale, a certified VBE shall be awarded five (5) points.

(2) Where a solicitation uses a point scale other than one hundred (100) points, the preference shall be five percent (5%) of the total available points, rounded to the nearest whole point.

(f) Ordinal ranking solicitations. In any formal solicitation evaluated by ordinal ranking rather than by a points-based method, no preference points shall be assigned. In such solicitations, a proposer's status as a certified VBE shall be a factor that the evaluation committee may consider in its ranking, together with the other evaluation criteria stated in the solicitation.

(g) Tie bids and tie rankings. The following shall apply where two or more bids or proposals in a formal solicitation are tied:

(1) Where a certified VBE and one or more bidders or proposers that are not certified VBEs submit tied bids or proposals, the award shall be made to the certified VBE.

(2) Where two or more certified VBEs submit tied bids or proposals, the award shall be made to the certified VBE having the smallest net worth, consistent with section 295.187(4)(b), Florida Statutes.

(3) The preference under this subsection shall be applied after any tie-breaking preference required by state law, including the drug-free workplace preference under section 287.087, Florida Statutes, and before the tie-breaking criteria set forth in the City's Purchasing Policy Manual.

(h) Concurrent application with other preference programs. The preference in this section applies in addition to the City's Local Business Preference, as set forth in the City's Purchasing Policy Manual, and any other preference program the City may maintain from time to time. A vendor that qualifies under more than one program receives the combined benefit. The preferences are applied cumulatively to the extent permitted by law, subject to each program's own eligibility requirements, limits, and exclusions. Where the applicable programs operate as a right to match, the percentage bands are combined to determine a vendor's eligibility to match the low bid under subsection (d), and in no event shall the combined preference require the City to pay more than the low bid. For example, if the lowest responsive, responsible bid is $200,000, a certified VBE is eligible to be offered the right to match where its own bid is within $20,000, or ten percent (10%), of that low bid. A vendor that also qualifies for the Local Business Preference is eligible within the combined bands; if, for illustration, the Local Business Preference band were $5,000, the combined eligibility band would be $25,000. In each case,

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the vendor that accepts the offer is awarded at the $200,000 low bid, and the City pays no more than the low bid. In solicitations scored on the evaluation points method, the points available under each applicable program are combined and awarded cumulatively.

(i) Exclusions; inapplicability. This section shall not apply, and no preference shall be granted under this section, to any procurement where application of the preference is prohibited by, or would conflict with, applicable law, regulation, or contract terms, including but not limited to:

(1) Professional services procured under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes;

(2) Procurements funded in whole or in part by federal or state grants, awards, or other funds, where applicable statutes, regulations, or grant or award terms prohibit or are inconsistent with the application of the preference;

(3) Construction projects funded in whole or in part with state-appropriated funds, consistent with section 255.0991, Florida Statutes, and any public works project exceeding the amount set forth in section 255.0991, Florida Statutes, that is paid for with state-appropriated funds and for which the City is not the sole source of funding, and any other public construction procurement where application of the preference would conflict with the competitive bidding requirements applicable to public construction;

(4) Purchases made through cooperative purchasing agreements, state term contracts, GSA contracts, or other governmental ("piggyback") contracts;

(5) Emergency or sole-source purchases; and

(6) Any other procurement where application of the preference is prohibited by law, contract, or regulation applicable to the City.

(j) Administration; solicitation documents; waiver. The following shall govern the administration of this section:

(1) Procurement, shall administer this section and is authorized to establish the forms, certification statements, and written administrative procedures necessary to implement it, including the certification statement required by subsection (d)(2).

(2) The City Manager shall cause the City's Purchasing Policy Manual, adopted pursuant to Section 2-56.1(b) of this Code, to be amended to conform to this section within ninety (90) days of the effective date of this section.

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(3) The City Manager or designee may, in writing and prior to advertisement of a solicitation, waive application of the preference established by this section upon a determination that waiver is in the best interest of the City.

(4) Nothing in this section limits the City's right to reject any and all bids or proposals, to waive irregularities, to determine responsiveness and responsibility, or to evaluate the quality of the goods and services offered.

(k) Determinations; protests. The following shall govern determinations under this section:

(1) A determination by Procurement Services regarding eligibility for, or the application of, a preference under this section is an administrative determination and shall be documented in the procurement file.

(2) Any protest of a determination under this section shall be filed and resolved in accordance with the bid protest procedures set forth in the City's Purchasing Policy Manual. For purposes of those procedures, a protest of the application or non-application of a preference under this section shall be treated as a protest of a matter relating to the bid, and the time for filing shall run from the date the City posts its notice of intended award.

(l) Reporting and review. Procurement Services shall report annually to the City Commission on the operation of this section, including the number of solicitations in which the preference was available, the number of certified VBEs that claimed the preference, and the number of awards in which the preference was determined.

(m) No third-party rights. This section is adopted for the benefit of the public and does not create any right, entitlement, property interest, or cause of action in favor of any vendor, bidder, or proposer. No award shall be invalidated solely by reason of the City's failure to apply a preference under this section where the vendor did not timely submit the documentation required by subsection (c), or where the preference was inapplicable under subsection (i).

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida, and that Sections of this

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Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

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FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE IV "PURCHASING AND CONSULTANTS," OF THE CITY'S CODE OF ORDINANCES BY CREATING A NEW SECTION 2-62 "VETERAN BUSINESS ENTERPRISE PREFERENCE," TO ESTABLISH A PROCUREMENT PREFERENCE FOR CERTIFIED VETERAN BUSINESS ENTERPRISES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance creates a new Section 2-62 of the City Code establishing a procurement preference for businesses certified by the Florida Department of Management Services, Office of Supplier Diversity, as Veteran Business Enterprises (VBEs) under section 295.187, Florida Statutes. The ordinance serves the public health, safety, morals, and welfare by recognizing the service and sacrifice of veterans and by encouraging the participation of certified veteran-owned businesses in City procurement, thereby advancing local economic opportunity and employment while preserving fair and open competition and the integrity of the City's procurement process. It is adopted pursuant to the City's home rule authority and complements section 295.187, Florida Statutes, which encourages political subdivisions to give consideration to certified veteran business enterprises.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The businesses likely to be affected are those that may benefit from the preference, namely vendors certified by the Florida Department of Management Services, Office of Supplier Diversity (OSD), as Veteran Business Enterprises that choose to submit bids or proposals on City formal solicitations. That group is a small subset of the City's vendor pool, because OSD certification is limited to Florida-domiciled, veteran-owned small businesses, generally those with fewer than 200 employees and a net worth under $5 million, and only some of those operate in the commodity and service categories the City procures and elect to bid. The current number of certified Veteran Business Enterprises is maintained by the State in the OSD certified vendor directory at osd.dms.myflorida.com/directories.

4. Additional information the governing body deems useful (if any):

No business is required to obtain certification or to take any action, and no business incurs any cost as a result of this ordinance. Non-certified vendors are not subject to any new regulatory cost or compliance requirement. The preference affects only the comparative evaluation of competing bids and proposals, and in competitive sealed bids the City continues to pay no more than the lowest responsive, responsible bid.

Veteran Business Enterprise Preference

Proposed Section 2-62

First Reading | October 20, 2026 | Second Reading | November 5, 2026

Presented by: Procurement Operations and Contract Services



THANK YOU FOR YOUR SERVICE

Our veterans answered the call.

This ordinance is one way Boynton Beach answers back.

Veteran-owned businesses bring the discipline, leadership and commitment they learned in uniform home to our community. The VBE preference recognizes that service in City purchasing, while keeping competition fair and open.

ARMY | MARINE CORPS | NAVY | AIR FORCE | SPACE FORCE | COAST GUARD

Brought forward at the request of Vice Mayor Thomas Turkin

Why this ordinance

Honor service

Recognize the service and sacrifice of those who served in the U.S. Armed Forces.

Fair competition

Encourage VBE participation while preserving fair, open competition.

Rooted in state law

Complements s. 295.187, F.S., which encourages local governments to consider certified VBEs.

Who qualifies

1

Certified

Current, active VBE certification from the State (DMS Office of Supplier Diversity).

2

Documented

Certification and sworn statement submitted with the bid or proposal.

3

Held through award

Certification must be valid at submittal and at award. No cure after the deadline.

1650

How the preference works

SEALED BIDS

Right to match

A VBE within 10% of the low bid may match it and win. The City never pays more than the low bid.

RFPs / RFQs

+5 points

Added on a 100-point scale (5% of total points on other scales).

ORDINAL RANKING

Consideration

No points. VBE status is a factor the committee may weigh.

Ties: a certified VBE wins a tie against non-VBEs (after the drug-free workplace tie-breaker).

Stacks with other preferences

Preferences are cumulative where the law allows. Right-to-match bands are combined; evaluation points are added together.

★★★

$200,000

Low bid

★★★

$20,000

VBE band (10%)

★★★

$25,000

Combined band if the Local Business band is $5,000

The winning vendor is always awarded at the $200,000 low bid.

Where it does not apply

- Professional services under the CCNA (s. 287.055, F.S.)
- Grant-funded procurements where terms prohibit it
- State-funded construction (ss. 255.0991, 255.0992, F.S.)
- Cooperative, state term, GSA and other piggyback contracts
- Emergency and sole-source purchases
- Any case where law, regulation or contract prohibits it

Safeguards and next steps

Safeguards

- Misrepresentation: bid rejection, contract termination, debarment
- Vendors must notify the City in writing within 5 business days of any certification revocation, lapse, suspension or non-renewal. Preference withdrawn if lost before award.
- City Manager may waive in writing before advertisement
- Protests follow the Purchasing Policy Manual
- Annual report to the Commission

Next steps

Oct 20, 2026
First reading before the City Commission

November 5, 2026
Second reading before the City Commission

Implementation
Procurement Operation and Contract Services builds forms and procedures

Official Implementation Date
Purchasing Policy Manual and e-procurement System Updated - Rollout by 11/11/2026

Thank you

With gratitude to every veteran who has served our nation, and to the veteran-owned businesses who keep serving our community.

Questions and discussion

Requested by Vice Mayor Thomas Turkin | Presented by Procurement Operations and Contract Services

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Presentation by Mirna Crompton, Division Director of Grants, on the current status of the City's grants and appropriations program.

Requested Action: On behalf of City Manager Dan Dugger

Budgeted Item: Yes

Attachments:
9.A FY26 Grants -City Commision Presentation .pptx
Attachment 1 - FY 26 Grants Master Log.pdf
Attachment 2 - FY 26 Grants Application Log.pdf



FY2025-2026 Grants Highlights

Grants Division

City Manager Office

October 2026

Mission & Services

Our mission: Centralize grants citywide to maintain a system for grant oversight and coordination, limit the City's exposure to liabilities and loss of funding through internal controls and guidelines, and to secure grant funding to advance the City's priorities.

General Management

Citywide coordination of every grant. Lead application process.

Financial Oversight

Tracking revenue and expenditures. Accurate, timely reporting of grant activities.

Compliance

Meeting state and federal requirements.

Administration

Pre- and post-award . Agreements, reporting and records.

A $57.9M Grants Portfolio

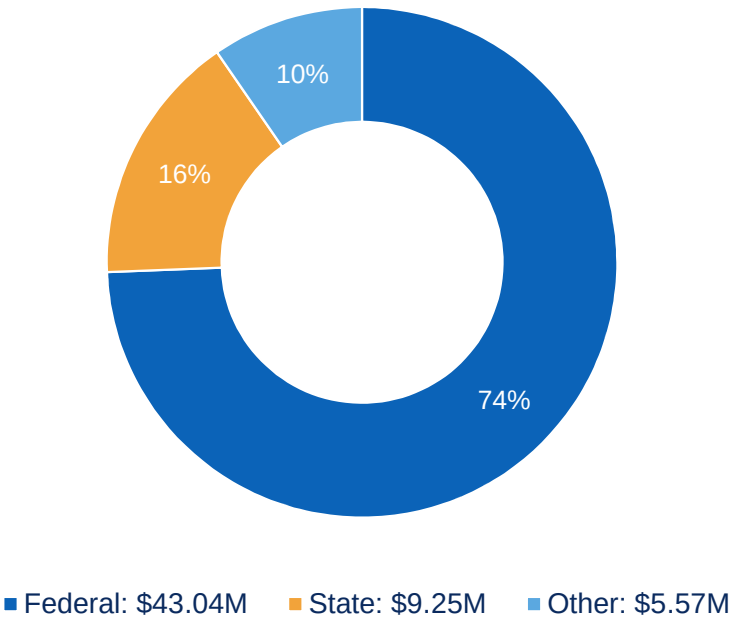
$57.9M
Total portfolio

57
Grants

$3.04M
Revenue this fiscal year

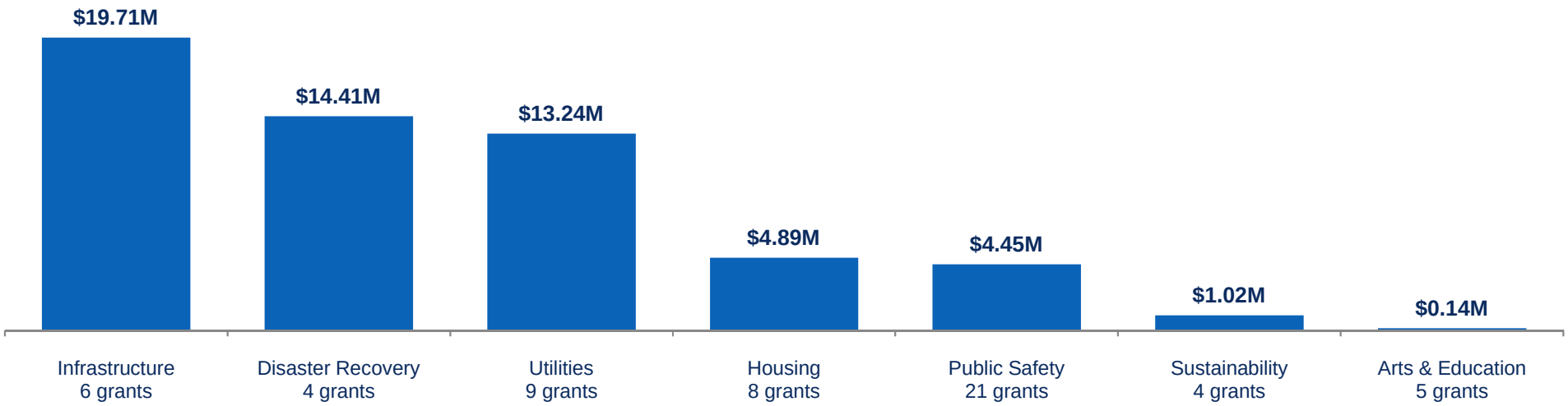
$6.38M
Expenditures this fiscal year

Award value by funding source



Portfolio by Category

Award value ($M) and number of grants



34%	of the portfolio is Infrastructure ($19.7M)
82%	of value is in the top three categories
21	Public Safety grants, the most of any category

A Clean Compliance Record

Florida Commerce Review

CDBG MIT desk review · July 2026

0 Findings · 0 Concerns

Virtual review of three mitigation grant agreements (MT127, I0123, I0124) worth $19,171,611.

FY2025 Single Audit

Federal and state grants

0 Findings · 0 Questioned Costs

Covered $3.55M federal and $2.08M state expenditures. Unmodified (clean) opinion on major federal programs and state projects.

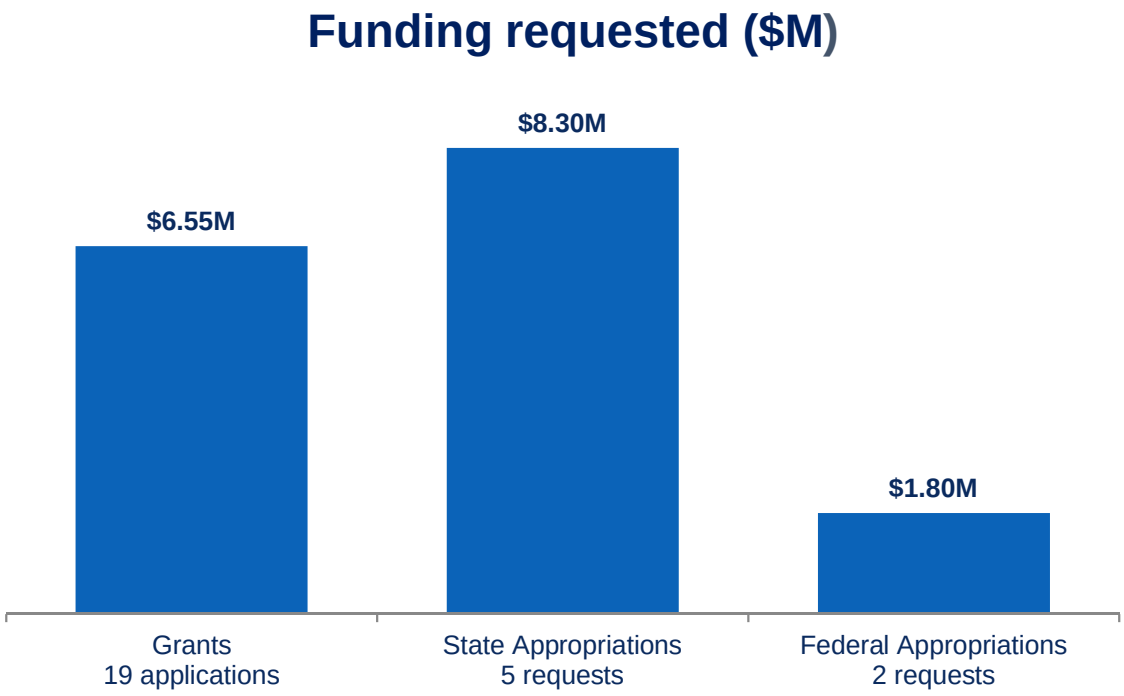
$16.66M in FY26 Applications

26

Applications submitted

$16.66M

Total funding requested



A Shovel-Ready Strategy

We shifted grant strategy to align with projects that are shovel ready and match City priorities.

$6.55M

Requested across 19 grant applications

$1.54M

Awarded

$950,443

under executed contract

Building Citywide Capacity and Transparency

Grants Training

Project manager training to strengthen citywide readiness for federal and state grant projects.

Grants Manual

Updated with current compliance requirements for state and federal guidelines.

Grants Website

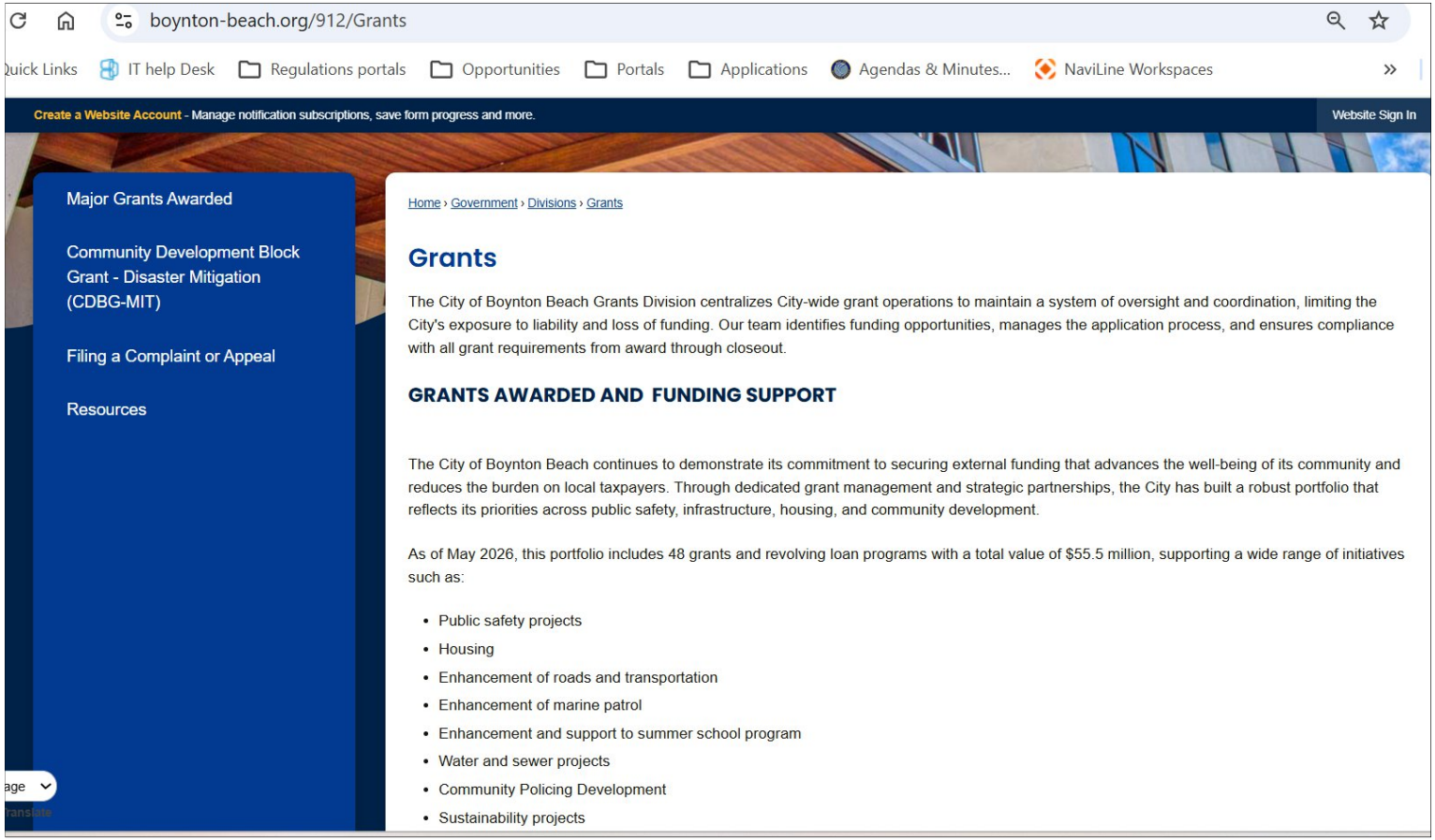
Launched the City's grants website for transparency into grant activity.

boynton-beach.org/912/Grants

National Recognition

Division Director appointed Communications Chair, Florida Chapter of the National Grants Management Association (September 2026).

City of Boynton Beach: Grants Website

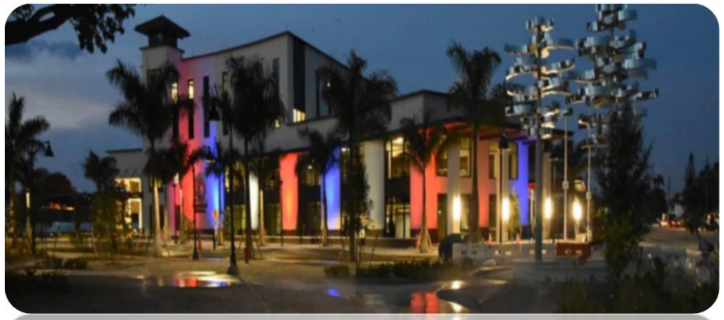


Source: https://www.boynton-beach.org/912/Grants

Thank you

To the project managers and City departments who collaborate everyday with the Grants Division on every grant project.

Eduardo Garcia, Engineer II, Jose Huertas, Engineer IV, Alannah Irwin, Sustainability & Resiliency Administrator, Tremaine Johnson, Field Operations Division Director, William Leidy, Division Director Engineering, Jose Murray, Project Manager III, Tiffany Pagan, Library Division Director, Charles Phoenix Jr, Field Operations Division Director, Jarvis Prince, EMS Chief, Brian Raegh, Librarian, RJ Ramirez, Community Improvement Manager, Melissa Roberts, Recreation Administrator, Jaclyn Smith, PD Grants Manager**.**



Grants Division, City Manager's Office

https://www.Boynton-beach.org/



FY 2026-27 Appropriations Requests

Grants Division

City Manager's Office

October 2026

$10.1M across seven projects

$8.3M

State requests

5 projects | FY 2026-27

$1.8M

Federal requests

2 projects | FY 2026-2027

Share of total request



State: project summaries

Oyer Park Marine Response Unit Facility — **$4.0M**
New facility for Intracoastal and Atlantic coast emergency response.

Sea Meadow South Water & Sewer — **$2.3M**
Replaces end of life water and sewer lines serving about 236 homes.

Sanitary Sewer - Bent Tree & Lime Tree — **$1.0M**
Trenchless sewer pipe lining for 656 homes.

Water Distribution - Bent Tree & Lime Tree — **$500K**
Trenchless pipe bursting to replace water mains for 656 homes.

High Flood Swift Water Rescue Program — **$500K**
Specialized equipment for flood rescues, deployable statewide.

Federal: project summaries

Drinking Water System Improvements

Dual check valves to prevent backflow and protect the drinking water supply from contamination.

$1.0M

Wastewater Lift Stations Improvements

Replaces aging motor control centers at lift stations 316, 319 and 356 to avoid sewer overflows.

$800K

All requests at a glance

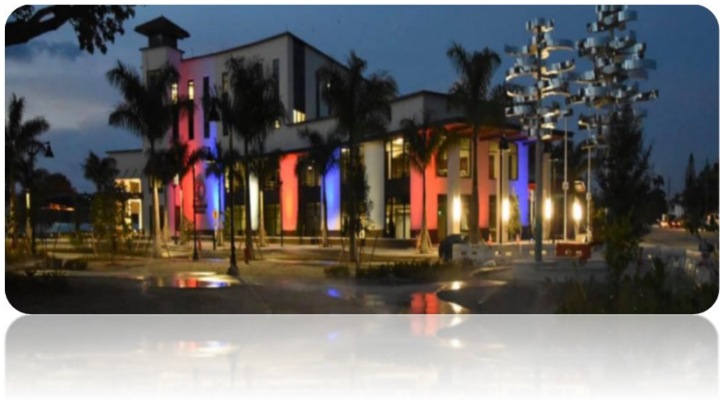
Project	Level	Amount
Oyer Park Marine Response Unit Facility	State	$4,000,000
Sea Meadow South Water & Sewer	State	$2,318,000
Sanitary Sewer - Bent Tree & Lime Tree	State	$1,000,000
Water Distribution - Bent Tree & Lime Tree	State	$500,000
High Flood Swift Water Rescue Program	State	$500,000
Drinking Water System Improvements	Federal	$1,000,000
Wastewater Lift Stations Improvements	Federal	$800,000
Total		**$10,118,000**

Status of the requests

Project	Level	Status
Water Distribution - Bent Tree & Lime Tree	State	Approved in budget; vetoed
Oyer Park Marine Response Unit Facility	State	Not included in budget
Sea Meadow South Water & Sewer	State	Not included in budget
Sanitary Sewer - Bent Tree & Lime Tree	State	Not included in budget
High Flood Swift Water Rescue Program	State	Not included in budget
Drinking Water System Improvements	Federal	**$746,868 retained; awaiting Congress**
Wastewater Lift Stations Improvements	Federal	Not included in budget

State: 1 of 5 requests made the budget and was vetoed ($0 funded).
Federal: A continuing resolution runs to Dec. 11; final decisions come after the midterms.

Thank you



Grants Division, City Manager’s Office

https://www.Boynton-beach.org/

CITY OF
BOYNTON
BEACH

GRANT AWARDS MASTER LIST

Includes Other Special Revenue Subject to Audit (Local,State. Federal)

Active , Closed & Expired Funding during FY 2025-2026

GRANT INFORMATION						FUNDING SOURCE					FINANCIAL DATA		
Grant No.	Category	Grant Title	Project Title	Effective Date	Status	Granting Agency	FEDERAL	STATE	COUNTY	OTHER	Direct Pass-Through	Award Amount	FY Revenues	FY Expenditure
1	Public Safety	2023 BJA Bulletproof Vest Partnership (BPV)	2023 Bulletproof Vest Partnership (BPV)	04.01.2023	ACTIVE	Department of Justice	X				Direct	$ 6,375.00	$ 4,710.77	$ 3,927.00
2	Public Safety	2025 Bulletproof Vest Partnership (BPV)	2025 Bulletproof Vest Partnership (BPV)	04.01.2025	ACTIVE	Department of Justice	X				Direct	$ 22,608.44	$ -	$ 1,759.64
3	Public Safety	FDLE - S.A.F.E	2023 S.A.F.E.	07.01.2023	ACTIVE	Florida Department of Law Enforcement		X			Direct	$ 1,004,733.43	$ 129,126.54	$ 82,538.35
4	Public Safety	2024 Edward Byrne Memorial Justice Assistance Grant Program	2024 JAG Program	10.01.2023	ACTIVE	Department of Justice	X				Direct	$ 42,408.00	$ 36,460.95	$ 36,460.95
5	Public Safety	2025 Edward Byrne Memorial Justice Assistance Grant Program	2025 JAG Program	10.01.2024	ACTIVE	Department of Justice					Direct	$ 28,243.00	$ -	$ -
6	Public Safety	FY 2026 FDOT Highway Traffic Safety Funds	FY 26 Speeding & Aggressive Driving Enforcement	11.20.2025	ACTIVE	Florida Department of Transportation	X				Pass-Through	$ 50,000.00	$ 16,161.24	$ 31,733.46
7	Public Safety	FY 2026 FDOT Highway Traffic Safety Funds	2026 Impaired Driving Iniatitaive	11.01.2025	ACTIVE	Florida Department of Transportation	X				Pass-Through	$ 40,000.00	$ 16,161.24	$ 26,870.52
8	Public Safety	FY 2025-2026 Identity Theft and Fraud Grant	FY 2025-2026 Identity Theft and Fraud Grant	10.01.2025	ACTIVE	Florida Department of Law Enforcement	X				Pass-Through	$ 10,000.00	$ 6,066.45	$ 6,066.45
9	Public Safety	2023 Operation Stone Garden	Boynton Beach Operation Stonegarden 2023	07.26.2023	ACTIVE	Palm Beach County Sheriff		X			Pass-Through	$ 53,000.00	$ 44,011.84	$ 44,011.85
10	Public Safety	BJA FY23 National Sexual Assault Kit Initiative	Sexual Assault Kit Initiative SAKI	10.01.2023	ACTIVE	Department of Justice	X				Direct	$ 113,178.00	$ 48,176.37	$ 48,176.37
11	Public Safety	FY23 COPS Technology & Equipment Program	FY23 COPS Technology & Equipment Program	12.29.2022	ACTIVE	Department of Justice	X				Direct	$ 1,025,000.00	$ -	$ -
12	Public Safety	FY23 COPS Hiring Program	FY23 COPS Hiring Program	10.01.2023	ACTIVE	Department of Justice	X				Direct	$ 875,000.00	$ 112,585.98	$ 246,459.22
13	Public Safety	ILA- Manatee Law Enforcement Services	City of Boynton Beach - Manatee Law Enforcement Service	11.15.2024	CLOSED	Palm Beach County			X		Pass- Through	$ 20,660.00	$ 15,159.38	$ 15,159.38
14	Public Safety	SAFER Outcomes	FY24 City of Boynton LEA Safer Outcomes Award	10.01.2024	ACTIVE	Department of Justice	X				Direct	$ 160,620.00	$ 69,528.34	$ 60,199.47
15	Public Safety	Online Sting Operations Grant Program	Online Sting Operations Grant Program	07.01.2024	ACTIVE	Florida Department of Law Enforcement		X			Direct	$ 436,898.44	$ 419,474.43	$ 419,474.43
16	Public Safety	FY26 Spark Good Local Grant	Shop with a Cop	10.15.2025	CLOSED	Walmart Foundation				X	Direct	$ 8,000.00	$ 8,000.00	$ 8,000.00
17	Public Safety	FY27 Spark the Good Local Grant	Shop with a Cop	09.02.2026	ACTIVE	Walmart Foundation					Direct	$ 8,000.00	$ 4,000.00	$ -
18	Public Safety	Local Law Enforcement Immigration Grant Program	Boynton Beach Local Law Enforcement Immigration Grant Program	02.17.2025	ACTIVE	State Board of Immigration Enforcement		X			Direct	$ 545,668.00	$ -	$ -
19	Public Safety	Equitable Sharing - Department of Treasury	Boynton Beach Equitable Sharing Program	N/A	ACTIVE	US Department of Treasury	X				Direct	TBD	$ 4,044.29	$ -
20	Public Safety	Equitable Sharing -Department of Justice	Boynton Beach Equitable Sharing Program	N/A	ACTIVE	US Department of Justice	X			X	Direct	TBD	$ 2,329.37	$ -
21	Arts/Education	Fiscal Year 2024-2025 State Aid to Libraries Grant	Boynton Beach FY2024-2025 State Aid to Libraries Grant	10.01.2022	ACTIVE	State of Florida		X			Direct	$ 38,183.00	$ 13,361.32	$ 13,361.32
22	Arts/Education	Fiscal Year 2025-2026 State Aid to Libraries Grant	Boynton Beach FY2025-2026 State Aid to Libraries Grant	10.01.2023	ACTIVE	State of Florida		X			Direct	$ 36,704.00	$ -	$ -
23	Arts/Education	Library Services and Technology Act Grant	Connecting Community to Collections	07.07.2026	ACTIVE	State of Florida	X				Pass-Through	$ 29,080.00	$ 29,080.00	$ 29,080.00
24	Arts/Education	Library Services and Technology Act Grant	Library of Things: We the Makers	07.07.2026	ACTIVE	State of Florida	X				Pass-Through	$ 7,000.00	$ -	$ -
25	Arts/Education	Palm Beach County- Youth Services - Summer Scholarships	Summer Scholarships	TBD	ACTIVE	Palm Beach County - Youth Services				X	Direct	$ 24,206.25	$ 24,206.25	$ -
26	Public Safety	Emergenncy Medical Services Grant	Boynton Beach Emergency Medical Services Grant	09.28.2026	ACTIVE	Palm Beach County		X			Pass-Through	$ -	$ -	$ -
27	Utilities	Community Development Grant Mitigation Program	East Water Treatment Plan I0123	04.27.2022	ACTIVE	Florida Commerce	X				Pass-Through	$ 2,100,000.00	$ -	$ -
28	Utilities	Hazard Mitigation Grant Program	HMGP- Lakeside Gardens Phase II - 4337-121-A	01.27.2022	CLOSED	Florida Division of Emergency Management	X				Pass-Through	$ 1,503,710.25	$ -	$ 437,175.57
29	Utilities	Hazard Mitigation Grant Program	Watershed Planning Initiative -4337-4 Pg	12.01.2022	CLOSED	Florida Division of Emergency Management	X				Pass-Through	$ 246,832.50	$ 246,832.50	$ -
30	Utilities	Hazard Mitigation Grant Program	Heart of Boynton	04.01.2023	ACTIVE	Florida Division of Emergency Management	X				Pass-Through	$ 1,318,638.42	$ -	$ -
31	Utilities	Drinking Water State Revolving Fund	Emerging Contaminants	02.03.2025	ACTIVE	Florida Department of Environmental Protection					Pass-Through	$ 5,400,000.00	$ -	$ 756,529.00
32	Utilities	Water Restoration Assistance Grant	Boynton Beachfront Park Sewer Plant Replacement	07.15.2015	CLOSED	Florida Department of Environmental Protection		X			Direct	$ 300,000.00	$ 273,796.00	$ -
33	Utilities	Statewide Water Quality Restoration - Appropriation	Sanitary Sewer Collection System Improvement Project - L0148	07.01.2025	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 500,000.00	$ -	$ -
34	Utilities	Statewide Water Quality Restoration - Appropriation	Water Distribution System Improvement Project L0149	07.01.2025	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 375,000.00	$ -	$ -
35	Utilities	Resilient Florida Grant	Coquina Cove Drainage Improvements 24SRP12	07.01.2023	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 1,500,000.00	$ -	$ 2,010,913.97
36	Sustainability	Resilient Florida Planning Grants FY2023-24	City of Boynton Beach Adaptation Plan	07.01.2024	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 300,000.00	$ -	$ 207,047.50
37	Sustainability	Resilient Florida Grant	Comprehensive Vulnerability Assessment	07.01.2024	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 150,000.00	$ -	
38	Sustainability	Resilient Florida Grant	Park Shoreline Resilience	07.01.2024	ACTIVE	Florida Department of Environmental Protection		X			Direct	$ 536,952.00	$ -	$ -
39	Sustainability	Community Forestry Grant	Community Forestry Grant	03.17.2026	ACTIVE	Florida Department of Agriculture Services	X				Pass-Through	$ 30,000.00	$ -	$ -
40	Infrastructure	Community Development Grant Mitigation Program	San Castle	01.09.2023	ACTIVE	Florida Commerce	X				Pass-Through	$ 16,500,000.00	$ -	$ -
41	Infrastructure	Community Development Grant Mitigation Program	Fire Station # 2	12.02.2021	ACTIVE	Florida Commerce	X				Pass-Through	$ 571,611.00	$ -	$ -
42	Infrastructure	LAP- 1 ST	SE 1st Street	04.17.2024	ACTIVE	Florida Department of Transportation	X				Pass-Through	$ 1,500,000.00	$ -	$ -
43	Infrastructure	Florida Inland Navigation District	Boating Safety Program Phase II	11.12.24	ACTIVE	Florida Inland Navigation District				X	Direct	$ 109,150.00	$ 84,352.41	$ 84,352.41
44	Infrastructure	Florida Boating Improvement Program	Pioneer Canal Boat Ramp	06.10.2025	ACTIVE	Florida Fish and Wildlife Conservation Commission		X			Direct	$ 816,238.80	$ -	$ 330,547.18
45	Infrastructure	2024 Safe Streets and Roads for All Grant	City of Boynton Beach Action Plan	09.19.2025	ACTIVE	U.S Department of Transportation	X				Direct	$ 216,000.00	$ -	$ -
46	Housing	FY 2022 Community Development Block Grant Program	FY 22 Boynton Beach Community Development Block Grant Program	10.01.2022	ACTIVE	US Department of Housing & Urban Development	X				Direct	$ 547,207.00	$ 43,415.25	$ 25,757.25
47	Housing	FY 2023 Community Development Block Grant Program	FY 23 Boynton Beach Community Development Block Grant Program	10.01.2023	ACTIVE	US Department of Housing & Urban Development	X				Direct	$ 550,522.00	$ -	$ 0.04
48	Housing	FY 2024 Community Development Block Grant Program	FY 24 Boynton Beach Community Development Block Grant Program	10.01.2024	ACTIVE	US Department of Housing & Urban Development	X				Direct	$ 565,144.00	$ 156,947.06	$ 159,525.38
49	Housing	FY 2025 Community Development Block Grant Program	FY 25 Boynton Beach Community Development Block Grant Program	10.01.2025	ACTIVE	US Department of Housing & Urban Development		X			Direct	$ 518,962.00	$ 59,425.92	$ 194,661.62
50	Housing	State Housing Initiative Partnership (SHIP) Program 2023-2026	Boynton Beach SHIP Program 2023-2026	07.01.2023	ACTIVE	FL Housing Finance Corporation		X			Direct	$ 937,892.00	$ 543,559.25	$ 1,036,765.42
51	Housing	State Housing Initiative Partnership (SHIP) Program 2024-2027	Boynton Beach SHIP Program 2024-2027	07.01.2024	ACTIVE	FL Housing Finance Corporation		X			Direct	$ 622,748.00	$ 58,847.62	$ 58,847.62
52	Housing	State Housing Initiative Partnership (SHIP) Program 2025-2028	Boynton Beach SHIP Program 2025-2028	07.01.2025	ACTIVE	FL Housing Finance Corporation		X			Direct	$ 574,623.00	$ 574,851.00	$ -
53	Housing	State Housing Initiative Partnership (SHIP) Program 2026-2029	Boynton Beach SHIP Program 2025-2029	07.01.2026	ACTIVE	FL Housing Finance Corporation	X				Direct	$ 576,266.00	$ -	$ -
54	Disaster	State and Local Fiscal Recovery Funds (SLFRF)	ARPA -American Rescue Plan Grant	03.03.2021	ACTIVE	Department of Treasury	X				Direct	$ 13,647,904.00	$ -	$ -
55	Disaster	COVID-19 DR-4486	COVID-19	01.20.2020	ACTIVE	Federal Emergency Management Agency (FEMA)	X				Pass-Through	$ 400,526.64	$ -	$ -
56	Disaster	Hurricane Dorian DR-4468	Hurricane Dorian	08.28.2019	ACTIVE	Federal Emergency Management Agency (FEMA)	X				Pass-Through	$ 68,855.14	$ -	$ -
57	Disaster	Hurricane Nicole DR-4680	Hurricane Nicole	11.07.2022	ACTIVE	Federal Emergency Management Agency (FEMA)	X				Pass-Through	$ 289,110.71	$ -	$ -
GRAND TOTAL					52							**$ 57,859,459.02**	**$ 3,044,671.77**	**$ 6,375,401.36**

GRANT/FINANCIAL ASSISTANCE APPLICATIONS AND APPROPRIATIONS FY 2025/2026

As of September 2026

Item No.	Grant	Purpose	Funding Organization	Status	Submittal Date	Award Date	Execution Date	Funds Requested	Award/Funding Notices	Executed Contracts
1	2024 Community Forestry Capacity Grant	To promote the benefits of urban forestry and the value of trees to neighboring communities.	Florida Department of Agriculture Services	Submitted/Awarded/**Executed**	10.20.2025		**03.01.26**	**50,000.00**	30,000.00	**30,000.00**
2	2025 BJA BPV	Reimbursement 50% of eligible vest	DOJ Bureau of Justice Assistance	Submitted/Awarded/**Executed**	12.19.25	5.22.26	**09.29.26**	**48,997.44**		**22,608.44**
3	State Direct Appropriation	Water Distribution - To replace existing water mains in Bent Tree and Lime Tree communities	State of Florida	Submitted/Approved in budget/**Vetoed**	**10.29.25**			**500,000.00**		
4	State Direct Appropriation	Sanitary Sewer - To replace existing water mains in Bent Tree and Lime Tree communities.	State of Florida	Submitted/**Not approved**	**10.29.25**			**1,000,000.00**		
5	State Direct Appropriation	To develop a new, state-of-the-art Marine Response Unit Facility	State of Florida	Submitted/**Not approved**	**10.29.25**			**4,000,000.00**		
6	State Direct Appropriation	To support the High Flood Swift Water Rescue Program	State of Florida	Submitted/**Not approved**	**10.29.25**			**500,000.00**		
7	State Direct Appropriation	To support a critical water and wastewater infrastructure rehabilitation initiative.	State of Florida	Submitted/**Not approved**	**10.29.25**			**2,318,000.00**		
8	Federal Direct Appropriation	Wastewater - Support of replacement of aging and obsolete motor control centers at several critical wastewater lifts stations.	United States Congress	**Submitted/ Retained**	**03.05.26**			**800,000.00**		
9	Federal Direct Appropriation	Drinking water- Installation of dual check valves as a protective measure to prevent the backflow conditions.	United States Congress	**Submitted/Not approved**	**03.05.26**			**1,000,000.00**		
10	FY27 FDOT Speed and Aggressive Driving Subgrant	Overtime for traffic enforcement	Florida Department of Transportation	**Submitted**	02.26.26			**50,000.00**		
11	FY27 FDOT Impaired Driving Subgrant	Overtime for traffic enforcement	Florida Department of Transportation	**Submitted**	02.26.26			**50,000.00**		
12	FY27 Work Zone Safety Subgrant	Overtime for traffic enforcement	Florida Department of Transportation	Submitted /**Awarded**	02.26.26	**09.20.26**		**50,000.00**		
13	FY27 Occupant Protection Subgrant	Overtime for traffic enforcement	Florida Department of Transportation	Submitted /**Awarded**	02.26.26			**50,000.00**		
14	FY26 Victims of Crime Act (VOCA)	victim advocate salary and benefits	Office of the Attorney General, Bureau of Advoc.	Submitted /**Awarded**	04.7.26			**95,415.66**		
15	FY25 Edward Byrne Memorial Justice Assistance Grant Program JAG	Drone and Duardian Subscriptions	Department of Justice, Office of Justice Programs	Submitted/Awarded/**Executed**	04.30.26	07.31.26	**09.29.2026**	**28,243.00**	28,243.00	**28,243.00**
16	Local Law Enforcement Immigration Grant Program	Peregrine Tech and Axon transcription	Florida Department of Law Enforcement	Submitted/Awarded/**Executed**	05.12.26	07.01.26	**08.03.26**	**545,668.00**	545,668.00	**545,668.00**
17	FY25 Presidential Residence Protection (PRPA)	Overtime Reimbusement for Presidental Escorts	Federal Emergency Management Assistance (FEMA)	Submitted	05.28.26			**27,927.45**		
18	FY 2026 Library Services and Techonology Act (LSTA)	To support expanding services for learning/ access to information and educational resources.	Florida Department of State, Division of Library & Information Services	Submitted/Awarded/**Executed**	07.10.26		**06.24.26**	**29,080.00**	29,080.00	**29,080.00**
19	FY 2026 Library Services and Techonology Act (LSTA)	To support expanding services for Library of Things.	Florida Department of State, Division of Library & Information Services	Submitted/Awarded/**Executed**	07.10.26		**06.24.26**	**7,000.00**	7,000.00	**7,000.00**
20	Lake Worth Laggon Inititative	To support the Sea Meadow Project waste water project.	Palm Beach County	**Submitted**	07.31.26			**749,000.00**		
21	General Program Support	Cultural Center general support.	Florida Department of State, Division of Arts and Culture	**Submitted**	07.10.26			**150,000.00**		
22	SparkGood - WalMart (Old Boynton)	gift cards	Sparkgood - WalMart	Submitted/Awarded/**Executed**	08.11.26			**5,000.00**	**4,000.00**	**4,000.00**
23	SparkGood - WalMart (S. federal Hwy)	gift cards	Sparkgood - WaalMart	Submitted/Awarded/**Executed**	08.11.26			**5,000.00**	4,000.00	
24	Resilient Grants	Chapell Hill Stormwater Improvements	Florida Department of Environmental Protection	**Submitted**	09.01.26			**4,206,271.00**		
25	FY 2026-2027 Human Trafficking Grant Program	To support innovative solutions to disrupt criminal networks, bring perpetrators to justice, and support victims of human trafficking	Florida Alliance to end Human Trafficking	**Submitted**	09.16.26			**299,109.00**	299,109.00	
26	Emergency Medicial Services - EMS Grant	To improve and expand pre-hospital emergency medical services.	Palm Beach County	Submitted/Awarded/**Executed**	09.18.26	09.18.26	09.18.26	-	-	
							Subtotal:	**16,564,711.55**	**947,100**	**666,599**

FY2024/2025 APPLICATIONS

Item No.	Grant	Purpose	Funding Organization	Status	Submittal Date	Award Date	Execution Date	Funds Requested	Award/Funding Notices	Executed Contracts
1	**NIHHIS Center for Heat Resilient Communities 2025-26**	Funds to build the critical capacity needed to properly commence the urban tree canopy reassessment and incorporate extreme heat as part of the analysis.	Center for Heat Resilient	**Submitted/Not Awarded**	**01.17.25**			**10,000**		
2	**Impaired Driving**	To support safety efforts by patrolling and education.	Florida Department of Transportation	Submitted/Awarded/**Executed**	02.27.25	11.20.25	**11.20.25**	**50,000**	40,000	**40,000**
3	**Occupant Protection Grant**	To support traffic enforcement.	Florida Department of Transportation	**Submitted**	02.27.25	11.20.25	**11.20.25**	**50,000**		
4	**Speed & Aggressive Grant**	To support traffic enforcement.	Florida Department of Transportation	Submitted/Awarded/**Executed**	02.27.25	10.01.25	**11.20.25**	**50,000**	50,000	**50,000**
5	**Climate Smart Communities Grant**	To advance activities ranging from risk assessments and community engagement to project prioritization and initial implementation	Climate Smart Communities	Submitted/Awarded/**Executed**	03.20.25		**12.19.2025**	**100,000**		**100,000**
6	**VOCA Victim Assistance Grant**	To support Victim advocate position	Department of Justice	Submitted/Not Awarded	**04.07.25**			**96,355**		
7	**Federal Direct Appropriation**	Improve and extend the life of water distribution infrastructure system to ensure uninterrupted water and fire flow service while keeping costs low for utility customers.	United States Congress	Submitted/**Awarded**	04.17.25	**05.28.26**		**800,000**	800,000.00	
8	**Federal Direct Appropriation**	To replace existing water main Pipe	United States Congress	Submitted/Not Awarded	**04.17.25**			**6,560,000**		
9	**Federal Direct Appropriation**	Roadway rehabilitation to the Seacrest Estate Neighborhood.	United States Congress	Submitted/Not Awarded	**04.17.25**			**880,000**		
10	**Federal Direct Appropriation**	To replace aging water and wastewater infrastructure.	United States Congress	Submitted/Not Awarded	**04.17.25**			**600,000**		
11	**Federal Direct Appropriation**	To conduct energy audits and assess resilient energy solutions for the City's utility system.	United States Congress	Submitted/Not Awarded	**04.17.25**			**240,000**		
12	**Federal Direct Appropriation**	Upgrades to Historic Woman Club, exterior doors and windows	United States Congress	Submitted/Not Awarded	**04.17.25**			**560,000**		
13	**Federal Direct Appropriation**	Construction of a new fishing pier to enhance public access to the intra-coastal, promote recreational fishing, and support local tourism	United States Congress	Submitted/Not Awarded	**04.17.25**			**200,000**		
14	**ETIPP Community Technical Assistance Application**	Enhance the energy resilience and operational reliability of the City 's water utilities system through energy audits and the assessment of resilient energy solutions	U.S Department of Energy	Submitted/Not Awarded	**07.27.25**			**50,000**		
15	**FY25-26 Alternative Water Supply Grant**	Feasibility study, permitting, and design/engineering of a well to access alternative water sources for the East and West Water Treatment Plant	Florida Deaprtment of Enviromenatl Protection	Submitted/Not Awarded	**08.29.25**			**2,500,000**		
16	**2026-2027 Florida Recreation Development Assistance Program (FRDAP)**	Enhance the quality and accessibility of the City's Tennis Center facilities through upgrades to the existing clay courts to Hydro Courts	Florida Department of Environmental Protection	Submitted/Not Awarded	**09.30.25**			**200,000**		
17	**State Aid to Libraries**	Library programmatic support.	Department of State	Submitted/Awarded/**Executed**	08.30.25		**05.30.26**	**37,844**		**37,844.00**

20	**FDLE Identity Theft and Fraud**	Overtime for investigations - focus on elderly	Florida Department of Law Enforcement	Submitted/Awarded/**Executed**	10.01.25	**11.14.25**	**$10,000.00**		**$10,000.00**
						Subtotal:	**12,994,199**	**890,000**	**237,844**

Notes:
[1] Status: red denotes activity in current month, bold denotes activity in current FY.

SUBMITTED FY26	**$**	**16,564,711.55**
AWARDED FY26	**$**	**1,837,100.00**
EXECUTED FY26	**$**	**904,443.44**

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Proposed Ordinance No. 26-028- Second Reading, an ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 1, Article II, "Definitions," to create a Personal Instruction and Consultation Services use classification; and amending Chapter 3, Article IV, "Use Regulations," to amend the Use Matrix and Use Footnotes to establish the zoning districts in which the use is permitted or conditional; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance 26-028 at second reading.

Explanation of Request:

Staff requests approval of amendments to the Land Development Regulations to create a new use classification, Personal Instruction and Consultation Services, and to establish the zoning districts in which the use is permitted or conditional. The amendment adds a definition of the classification in Part III, Chapter 1, Article II, Definitions, and updates the Use Matrix and use footnotes in Part III, Chapter 3, Article IV, Section 3.D and Section 3.E, including new Footnote 108, which applies size, location, and operational standards to the classification.

The new classification groups a range of appointment or walk-in consultation services, including personal and life coaching, etiquette and image consulting, matchmaking services, genealogy services, and astrology, palm reading, psychic reading, and fortune telling. The Fortune Teller, Palm Reader, or Psychic use is currently permitted only in the M-1 (Industrial) district. The amendment consolidates that use into the new classification and allows it, on the same terms as comparable consultation services, in additional commercial and mixed-use districts, subject to the standards in Footnote 108.

As set forth in the Use Matrix, the classification is Permitted in the C-2, C-3, and C-4 districts, the SMU, MU-1, MU-2, and MU-3 districts, and the M-1 district, and Conditional in the CBD, MU-4, and MU-C districts. The item is scheduled for two advertised public hearings before the City Commission, on October 6, 2026 and October 20, 2026.

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

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord. 26-028 Agenda_Item_4974-2026_Ordinance_26-XXX_FINAL.docx
Exhibit_A_-_Staff_Report_Updated_9.23.26.docx
Exhibit D - Strikethrough and Underline.docx
Agenda_Item_4974-2026_Business_Impact_Statement_FINAL.docx

ORDINANCE NO. 26-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III, CHAPTER 1, ARTICLE II, "DEFINITIONS," TO CREATE A PERSONAL INSTRUCTION AND CONSULTATION SERVICES USE CLASSIFICATION; AND AMENDING CHAPTER 3, ARTICLE IV, "USE REGULATIONS," TO AMEND THE USE MATRIX AND USE FOOTNOTES TO ESTABLISH THE ZONING DISTRICTS IN WHICH THE USE IS PERMITTED OR CONDITIONAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part III "Land Development Regulations," Chapter 3 "Zoning," Article IV "Use Regulations," Section 3 "Use Regulations" of the City's Code of Ordinances currently permits the Fortune Teller, Palm Reader, or Psychic use only within the M-1 (Industrial) zoning district, subject to General Note 22; and

WHEREAS, the City regulates the location and operation of land uses through objective standards addressing the size, location, intensity, and operational characteristics of a use; and

WHEREAS, the Development Department desires to create a Personal Instruction and Consultation Services use classification and to allow the uses within it in additional commercial and mixed-use zoning districts on the same terms as comparable service uses, subject to Use Footnote 108; and

WHEREAS, the City Commission finds that this amendment is consistent with the Comprehensive Plan and serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

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.

Section 2: The City's Code of Ordinances, Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions" is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 1. GENERAL ADMINISTRATION

…

ARTICLE II. DEFINITIONS

…

Personal Instruction and Consultation Services - An establishment that provides instruction, coaching, advice, or consultation to individuals on an individual or small-group basis, typically by appointment or walk-in, and that is not primarily engaged in the sale of merchandise. This classification includes personal and life coaching; etiquette and image consulting; matchmaking services; genealogy services; astrology, palm reading, psychic reading, and fortune telling; and similar establishments.

…

Section 3: The City's Code of Ordinances, Part III "Land Development Regulations," Chapter 3 "Zoning," Article IV "Use Regulations" is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 3. ZONING

…

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ARTICLE IV. USE REGULATIONS

...

Sec 3. Use Regulations

...

D. Use Matrix (Table 3-28)

P = Permitted C = Conditional A = Accessory	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	IPUD	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-C	M-1	PID	PU	REC
Commercial Services																									
Personal Instruction and Consultation Services											P 1	P	P	C 108		P 108	P 108	P 108	P 108	C 108	C 108	P 22			

...

E. Use Footnotes

...

108. This use is allowed provided that it 1) is located within a multiple-tenant development on a lot that fronts on an arterial roadway; 2) does not exceed five thousand (5,000) square feet, except that if proposed within the Community Redevelopment Area the maximum size is twenty-five hundred (2,500) square feet; 3) excludes a drive-up, drive-through, or drive-in facility; 4) complies with all off-street parking requirements of Chapter 4, Article V; and 5) MU-1 district, MU-2 district, MU-3 and MU-4 district, the subject use is only allowed on lots fronting on arterial or collector roadways.

Section 4: 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. The City Clerk is hereby directed to forward this to Amanda Radigan, Development Director, to incorporate

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this Ordinance into the Land Development Regulations, and to make such section renumbering, relettering, and formatting changes as may be necessary to accomplish such intent, including the correction of typographical errors and the updating of cross-references.

Section 5: 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 affecting the validity of the other provisions of this Ordinance.

Section 6: 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 7: Effective Date. That this Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

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FIRST READING this _____ day of _____, 2026.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
Interim City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Members of the City Commission
THRU:	Amanda Radigan, AICP, LEED AP Development Director
FROM:	Gabe Sevigny, Interim Director, Planning & Zoning Division
DATE:	September 22, 2026 City Commission Dates: October 6, 2026 & October 20, 2026
REQUEST:	Approve amendments to Part III, Chapter 1, Article II – Definitions; and Chapter 3, Article IV, Sections 3.D and E, Use Matrix and Use Footnotes, to add a Personal Instruction and Consultation Services Use classification.

OVERVIEW

Staff proposes to amend the Land Development Regulations to add a Personal Instruction and Consultation Service Use classification and establishing zoning districts where permitted.

EXPLANATION & PROPOSED AMENDMENT

Currently, Fortune Teller, Palm Reader, or Psychic is defined as an establishment that primarily offers opinions or interpretations of a person's personal character; foretells the future; or provides advice based on astrology, numerology, card or tea reading, clairvoyance, crystal gazing, palmistry, phrenology, and similar practices. Pursuant to Part III, Chapter 3, Article IV, Section 3.D, Use Matrix, of the Land Development Regulations, Fortune Teller, Palm Reader, or Psychic is currently permitted only in the M-1 (Industrial District), subject to General Note 22, which allows this non-industrial use within the M-1 district provided that it: 1) is located within a multiple-tenant development on a lot fronting an arterial roadway; 2) does not exceed five thousand (5,000) square feet; 3) excludes a drive-up, drive-through, or drive-in facility; and 4) complies with all off-street parking requirements of Chapter 4, Article V. Additionally, the sale of used merchandise is permitted only as an accessory to the sale of new merchandise.

Staff proposes to incorporate this use in a new service classification of Personal Instruction and Consultation Services as defined as:

> An establishment that provides instruction, coaching, advice, or consultation to individuals on an individual or small-group basis, typically by appointment or walk-in, and that is not primarily engaged in the sale of merchandise. This classification includes personal and life coaching; etiquette and image consulting; matchmaking services; genealogy services; astrology, palm reading, psychic reading, and fortune telling; and similar establishments.

Staff also proposes updating the Use Matrix for where the Use category is permitted, along with updating footnotes as indicated below:

P = Permitted C = Conditional A = Accessory	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	IPUD	PUD	MHPD	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-C	M-1	PID	PU	REC
Commercial Services																									
Personal Instruction and Consultation Service											P 1	P	P	C 108		P 108	P 108	P 108	P 108	C 108	C 108	P 22			

108. This use is allowed provided that it 1) is located within a multiple-tenant development on a lot that fronts on an arterial roadway; 2) does not exceed five thousand (5,000) square feet, except that if proposed within the Community Redevelopment Area the maximum size is twenty-five hundred (2,500) square feet; 3) excludes a drive-up, drive-through, or drive-in facility; 4) complies with all off-street parking requirements of Chapter 4, Article V; and 5) MU-1 district, MU-2 district, MU-3 and MU-4 district, the subject use is only allowed on lots fronting on arterial or collector roadways.

The Land Development Regulations do not provide property owners with relief options related to use. Uses are classified as either permitted by right or conditional, with conditional uses subject to additional approval criteria. A Conditional Use requires approval from City Commission. The proposed amendment would expand the use classification while subject to size, location, and operational standards that apply to comparable uses.

CONCLUSION/RECOMMENDATION

Staff recommends **APPROVAL** of the subject amendments within the Land Development Regulations.

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 1. GENERAL ADMINISTRATION

…

ARTICLE II. DEFINITIONS

…

Personal Instruction and Consultation Services - An establishment that provides instruction, coaching, advice, or consultation to individuals on an individual or small-group basis, typically by appointment or walk-in, and that is not primarily engaged in the sale of merchandise. This classification includes personal and life coaching; etiquette and image consulting; matchmaking services; genealogy services; astrology, palm reading, psychic reading, and fortune telling; and similar establishments.

…

CHAPTER 3. ZONING

…

ARTICLE IV. USE REGULATIONS

…

Sec 3. Use Regulations

…

D. Use Matrix (Table 3-28)

P = Permitted C = Conditional A = Accessory	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	IPUD	PUD	MHPD	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-C	M-1	PID	PU	REC
Commercial Services																									
Personal Instruction and Consultation Service											P 1	P	P	C 108		P 108	P 108	P 108	P 108	C 108	C 108	P 22			

…

E. Use Footnotes

…

108. This use is allowed provided that it 1) is located within a multiple-tenant development on a lot that fronts on an arterial roadway; 2) does not exceed five thousand (5,000) square feet, except that if proposed within the Community Redevelopment Area the maximum size is twenty-five hundred (2,500) square feet; 3) excludes a drive-up, drive-through, or drive-in facility; 4) complies with all off-street parking requirements of Chapter 4, Article V; and 5) MU-1 district, MU-2 district, MU-3 and MU-4 district, the subject use is only allowed on lots fronting on arterial or collector roadways.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III, CHAPTER 1, ARTICLE II, "DEFINITIONS," TO CREATE A PERSONAL INSTRUCTION AND CONSULTATION SERVICES USE CLASSIFICATION; AND AMENDING CHAPTER 3, ARTICLE IV, "USE REGULATIONS," TO AMEND THE USE MATRIX AND USE FOOTNOTES TO ESTABLISH THE ZONING DISTRICTS IN WHICH THE USE IS PERMITTED OR CONDITIONAL; 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:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance amends the Land Development Regulations to create a new use classification, Personal Instruction and Consultation Services, in Part III, Chapter 1, Article II, Definitions. The classification covers establishments that provide instruction, coaching, advice, or consultation to individuals on an individual or small-group basis, typically by appointment or walk-in, and that are not primarily engaged in the sale of merchandise, including personal and life coaching, etiquette and image consulting, matchmaking services, genealogy services, and astrology, palm reading, psychic reading, and fortune telling.

The ordinance amends the Use Matrix in Part III, Chapter 3, Article IV, Section 3.D, to establish the districts in which the classification is permitted or conditional. The use is Permitted in the C-2, C-3, and C-4 commercial districts, the SMU, MU-1, MU-2, and MU-3 mixed-use districts, and the M-1 industrial district, and Conditional in the CBD, MU-4, and MU-C districts. A conditional use requires approval by the City Commission.

The ordinance also adds Use Footnote 108, which provides that the use is allowed only within a multiple-tenant development on a lot fronting an arterial roadway; does not exceed five thousand (5,000) square feet, or two thousand, five hundred (2,500) square feet within the Community Redevelopment Area; excludes a drive-up, drive-through, or drive-in facility; complies with all off-street parking requirements of Chapter 4, Article V; and, in the MU-1 through MU-4 districts, is allowed only on lots fronting an arterial or collector roadway.

The amendment serves the public health, safety, and welfare by providing clear, objective standards for the location and operation of these uses across appropriate commercial and mixed-use districts.

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: 10/20/2026

Receive the City Attorney's Office FY 2025-26 Year-End Report and conduct the annual performance evaluation of City Attorney Shawna G. Lamb.

Requested Action: Pursuant to the City Attorney's letter of employment, conduct the annual performance evaluation of City Attorney Shawna G. Lamb and receive the City Attorney's Office FY 2025-26 Year-End Report. This will be Ms. Lamb's fourth performance evaluation.

Explanation of Request: The City Attorney's letter of employment states that the Commission will provide the City Attorney with a performance evaluation no less than annually, utilizing a process, criteria, and format for the evaluation that shall be agreed upon by the members of the Commission.

Each Commissioner was requested to complete the evaluation form based on their assessment of the City Attorney in the following categories: Legal Expertise and Counsel; Management and Leadership; Communication and Relationships; Litigation Management; Ethics and Integrity; Timeliness and Efficiency; and Strategic Planning and Risk Management.

To support the Commission's evaluation, the City Attorney will present the City Attorney's Office FY 2025-26 Year-End Report, covering the period from October 1, 2025, through September 30, 2026.

In conjunction with any review of performance, the Commission may increase the base salary and/or other benefits of the City Attorney in such amounts and to such extent as the Commission may determine is proper. The Commission may, from time to time, grant the City Attorney a performance bonus, provided the bonus is granted in accordance with section 215.425, Florida Statutes.

How will this affect city programs or services? No impact.

Budgeted Item: Yes

Account Line Item and Description: Salaries 001-1910-514.12-10

Fiscal Impact: Subject to Commission recommendation.

Attachments:
City_Attorney_Performance_Review.docx

FY 25 26 Year-End Report & Performance Review.pdf

City Attorney Performance Review

Name of City Attorney: Shawna Lamb
Review Period: 10/01/2024 to 09/30/2025
Date of Review: October 7, 2025

1. **Legal Expertise and Counsel** (Rate 1-5, 5 being excellent)
    - Quality of legal advice: ____
    - Knowledge of municipal law: ____
    - Ability to anticipate legal issues: ____
    - Quality of legal work product: ____

2. **Management and Leadership** (Rate 1-5)
    - Supervision of legal department staff: ____
    - Budget management: ____
    - Professional development of staff: ____

3. **Communication and Relationships** (Rate 1-5)
    - With City Commission: ____
    - With City Manager and department heads: ____

4. **Litigation Management** (Rate 1-5)
    - Effectiveness in handling litigation: ____
    - Success rate in court: ____
    - Cost-effective management of outside cou

5. **Ethics and Integrity** (Rate 1-5)
    - Adherence to ethical standards: ____
    - Transparency in operations: ____
    - Conflict of interest management: ____

6. **Timeliness and Efficiency** (Rate 1-5)
    - Responsiveness to requests: ____
    - Meeting deadlines: ____
    - Efficient use of resources: ____

7. **Strategic Planning and Risk Management** (Rate 1-5)
    - Contribution to the City's strategic goals: ____
    - Effectiveness in identifying and mitigating legal risks: ____

8. **Overall Performance Rating** (1-5): ____

Key Accomplishments:
1.
2.
3.

Areas for Improvement:
1.
2.
3.

Goals for Next Review Period:
1.
2.
3.

Additional Comments:
_____
_____
_____
_____

Reviewer's Signature: _____ Date: _____

City Attorney's Signature: _____ Date: _____

CITY OF BOYNTON BEACH

FY 25/26 Year-End Report & Performance Review

Office of the City Attorney

Shawna G. Lamb, Esq., City Attorney

Major Accomplishments

PFAS LITIGATION

$5.73M

Received in FY 25/26, with $14.1M recovered to date

INFRASTRUCTURE RECOVERY

$1.3M

Recovered from FDOT, Colliers and GCME for water main damage

FORFEITURES

$586,467

Forfeited or awarded across 15 cases

SB 1134 COMPLIANCE

Citywide

Events and programming reviewed across City departments under Ch. 2026-43

CAPITAL PROJECTS

100% in house

All capital project legal work handled in house, with none referred to outside counsel

NEW REVENUE

25%

Share of bus shelter and bench ad revenue under a new license

Governance & Operations

238
Resolutions drafted

40
Ordinances drafted, up 21%

70+
Legal memos and formal opinions

1,055
New legal matters opened

SB 1134: citywide review of events and programming for compliance

FDOT agreements: maintenance and liability shifted to developers at Ocean One and The Pierce

Special events: legal support for Pirate Fest, July 4th, Tree Lighting and more

Sources: City Clerk (resolutions and ordinances); attorney self-reports and email records (memos); Clio (matters)

Legal Memoranda & Opinions

70+

Legal memoranda and formal opinions issued this year

15 to the Mayor and Commission, plus Charter Review Committee guidance; the rest to City departments

SELECTED COMMISSION MEMOS

- Public docks and the Boater Freedom Act
- Constitutionality of City Code Section 2-15
- Access to City-owned property ordinance
- SB 1134 and identity-themed events
- Community Support Fund eligibility
- Special Session property tax proposal
- SB 180 limits on land use changes
- SB 180 emergency management training
- Flock agreement and police policies
- Boynton Forest restrictive covenants
- Park and parcel title reviews
- Charter Review Committee guidance

Source: attorney self-reports through Aug. 4, 2026, plus email records through Sept. 30, 2026

Policy, Land Use & Compliance

CHARTER & POLICY

Charter Review: Committee report and ordinances; all 3 charter amendments approved by voters

New City policies: vehicle use, consolidated background checks, and cell phone and mobile devices

LAND USE & PROCUREMENT

CDRV 26-014: a neutral Personal Instruction and Consultation Services use classification

Procurement policy: updated delegation thresholds, unsolicited proposals and contracting procedures

COMPLIANCE & LABOR

SB 180: legal analysis of new land use limits and Commission emergency management training by July 1

SEIU bargaining: white- and blue-collar units

Transactional & Real Estate

REAL ESTATE & PRESERVATION

670 Oak Street: completed the $6.8M acquisition, including title cure and a negotiated deed restriction

Boynton Forest: about 15 acres permanently preserved in their natural condition

Golf View Harbour: use restriction extended across the full 7.685-acre parcel

BUDGET & TAXES

First below-rollback millage rate in City history: prepared all adoption documents and notices

Canal maintenance assessment: guided the annual assessment process

CONTRACTS & AGREEMENTS

Contract templates: a new suite of 12+ templates used daily for City business

Utility ILA: drafted the utility interlocal agreement and MOU

CRA/City ILA: modernized the relationship between the two entities

Advice, Records & Future Recoveries

ADVISORY FRAMEWORKS

Medical marijuana accommodation, integrated with the ADA interactive process

Military leave and reemployment rights

Firefighter cancer benefits

Employment eligibility reverification after federal program changes

PUBLIC RECORDS

Complex requests, including one spanning 32 record categories for a protected-address participant

Police camera network records, with fee estimates

Supports the 7.4K requests handled through the City Clerk

FUTURE RECOVERIES

PFAS litigation: remaining in four new class settlements (Amerex, Archroma, Carrier and Nation Ford)

Evaluating additional cost recovery opportunities for the City

Litigation & Enforcement: 173 Actions

15
Forfeiture cases, $586,467 forfeited or awarded

8
Garnishments, nuisance abatements and injunctions

11
Risk protection orders

16
Municipal ordinance hearings

12
Foreclosure defenses

8
Bankruptcy cases

13
Active personal injury cases, 7 new this year

84
Lien releases and satisfactions

6
Federal cases (3) and appeals (3)

EXPANDED LEADERSHIP

The City Attorney now oversees the Risk Management Division and the Office of the City Clerk

Risk Management Division

Claims, insurance, safety and loss prevention, led by Steve Shields, Division Director

Office of the City Clerk

Elections, public records, minutes and cemetery services, led by Tammy Stanzione, City Clerk

Risk Management Highlights

~$50K
Insurance premium savings on renewal

$5,000
Carrier grant for safety purchases

~100%
Injured employees returned to work

1,600+
Certificates of insurance processed for City and CRA

525
Liability, auto and property claims, over 95% closed

~152
Proactive field hazard cases documented

Also launched online incident and external claim reporting with IT. Source: Risk Management, Oct. 8, 2026

Office of the City Clerk

3
Referendum questions on a successful citywide ballot

7.4K
Public records requests created and closed

518
Pages of minutes prepared

100
Cemetery services scheduled

Certified City records for **238 resolutions** and **40 ordinances** adopted this year

Source: City Clerk, Oct. 9, 2026. Reporting period Oct. 1, 2025 to Sept. 30, 2026

Leadership Impact

Mentoring attorneys

Developed Assistant City Attorneys across all practice areas

Student and community outreach

Participated in the FIU pro bono research program and volunteered as a speaker for the School District's Alternatives to Suspension program

Managing legal resources

Restructured attorney staffing, replacing a senior position with a new Assistant City Attorney II, filled Sept. 30, and managed outside counsel on high-stakes litigation

City Clerk standards

Supervised the Clerk's Office SOP project, CLK-001 through CLK-005

The Bottom Line: Value Delivered

FY 25/26 TOTAL

$7.67M

Recovered, saved or awarded for the City, plus $14.1M in PFAS recoveries to date

Source	Amount
PFAS settlement receipts	$5,731,321
FDOT, Colliers and GCME recovery	$1,300,000
Forfeitures (15 cases)	$586,467
Insurance premium savings	~$50,000
Carrier safety grant	$5,000
Total	$7,672,788

Excludes contract values. New bus shelter ad revenue (25% share) not yet quantified

Looking Ahead: FY 26/27

EXPANDED SCOPE

Bringing CRA legal work in house

The City Attorney's Office will serve as general counsel to the CRA, transitioning from outside counsel, with select transactions referred out during the transition

SB 1134 readiness

Complete department guidance before the law takes effect January 1, 2027

Additional recoveries

Pursue new PFAS class settlements and other cost recovery opportunities

Policy and labor modernization

Finalize SEIU contracts, employment policies, and Chapter 13 rental housing updates

Questions?

Office of the City Attorney, City of Boynton Beach

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Conduct annual performance evaluation for Daniel Dugger, City Manager.

Requested Action: Pursuant to the City Manager's appointment agreement, the City Commission will provide the City Manager with a performance evaluation no less than annually. This will be Mr. Dugger's fourth performance evaluation.

Explanation of Request: The City Manager's employment letter states the Commission will provide the City Manager with a performance evaluation no less than annually, utilizing a process, criteria, and format for the evaluation which shall be agreed upon by the members of the Commission in consultation with the City Manager.

The City Commission was requested to complete the evaluation form based on his/her assessment of the City Manager in various categories, including Leadership and Vision, Financial Management, Personnel Management, Communication Skills, Intergovernmental Relations, Project/Program Management, Strategic Planning, and Ethics & Integrity.

In conjunction with any review of performance, the Commission may increase the base salary and/or other benefits of the City Manager in such amounts and to such extent as the Commission may determine is proper. The Commission may, from time to time, grant the City Manager a performance bonus, provided the bonus is granted in accordance with section 215.425, Florida Statutes.

How will this affect city programs or services? No impact.

Budgeted Item: Yes

Account Line Item and Description: Salaries 001-1210-512.12-10

Fiscal Impact:

Subject to Commission recommendation.

Attachments:
City Manager Performance Review-Short.pdf
Boynton Beach Major Accomplishments FY25-26.pptx

City Manager Performance Review

Name of City Manager: [Insert Name]
Review Period: [Start Date] to [End Date]
Date of Review: [Insert Date]

Leadership and Vision (Rate 1-5, 5 being excellent)

1. Sets clear direction for the City: ____
2. Implements City Commission's vision effectively: ____
3. Demonstrates innovative thinking: ____

Financial Management (Rate 1-5)

1. Budget preparation and oversight: ____
2. Fiscal responsibility and transparency: ____
3. Seeking alternative funding sources: ____

Personnel Management (Rate 1-5)

1. Staff development and motivation: ____
2. Recruitment and retention of key personnel: ____
3. Promoting a positive work culture: ____

Communication Skills (Rate 1-5)

With City Commission: ____
With City Staff: ____
With the public and media: ____

Intergovernmental Relations (Rate 1-5)

Relationships with other local governments: ____
State and federal agency interactions: ____
Representation of City interests: ____

Community Engagement (Rate 1-5)

Responsiveness to community needs: ____
Public outreach and transparency: ____
Fostering public-private partnerships: ____

Project and Program Management (Rate 1-5)

Oversight of major City initiatives: ____
Timely implementation of Commission decisions: ____
Effective problem-solving: ____

Strategic Planning (Rate 1-5)

Long-term planning for city growth: ____
Alignment of operations with strategic goals: ____
Adaptability to changing circumstances: ____

Ethics and Integrity (Rate 1-5)

Adherence to ethical standards: ____
Transparency in decision-making: ____
Promoting ethical culture citywide: ____

Overall Performance Rating (1-5): ____

Key Accomplishments:
1.
2.
3.

Areas for Improvement:
1.
2.
3.

Goals for Next Review Period:
1.
2.
3.

Additional Comments:
_____
_____
_____
_____

Reviewer's Signature: _____ Date: _____

City Manager's Signature: _____ Date: _____



Major Accomplishments

FY 25-26 City Manager Performance Review

Executive Summary: At a Glance

- Safer City: Crime down 13%, shootings down 47%, and 100% of 2026 homicide cases solved; First-ever ISO Class 1 fire rating.
- Financial Stability: Prepared a balanced budget which included the City's largest property tax cut in 40 years
- Investments & Savings: $500K+ in investment earnings; our portfolio has grown by $6.3M in one year; $580K a year saved on health care; $720K a year saved on credit card spending
- Lower costs: Flood insurance discount grew to 30%; $187,668 in storm-proofing rebates for homeowners (582 issued YTD).
- Modern Services: Workday ERP implementation in progress streamlining finance, payroll, and HR; new online 311 system launching
- Grants and business: $56.8M in grants managed with zero audit findings; $210K in small business grants
- Community life: Sold out State of the City; Sold out Taste of Boynton; July 4th crowd up 40%

Police

- Safer streets: Crime dropped 13% and shootings fell 47%, even as our population grew 3.5%
- Justice for families: Solved 100% of 2026 homicide cases
- Smarter policing: Real-Time Crime Center (cameras, license plate readers, gunshot detection) and a new drone program increase officer response times and community and officer safety
- Professional excellence: 17 human exploitation arrests and renewed Excelsior accreditation, a top standard for police agencies



Fire Rescue

- Top national rating: For the first time in city history, we earned ISO Class 1, putting us among the top 1.3% of fire departments in the country

  ISO Class 1 is the best fire protection rating a community can earn. It reflects strong firefighting, a reliable water supply, and fast emergency dispatch, and it can help lower insurance costs for residents and businesses.
- Protecting our waterways: Expanded marine firefighting and rescue and launched Fire Boat 6
- New equipment: New pumper truck, two ladder trucks, and our first new rescue vehicle of its kind
- Supporting those who serve: Peer support teams assisted nearby fire departments and our Police Department



Finance & Grants

Higher Revenue Through Better Investments

- City investments grew $6.3 million (3.7%) to $177.6M, with $500K+ in extra investment income
- Moved $26 million of CRA funds into an account earning 3.75%

Leaner Operating Expenses

- Self-insured health plan saving an estimated $580K a year
- Credit card spending cut from $130K to $70K a month (about $720K a year)
- Insurance renewal and new life and disability coverage each saved about $50K
- Started zero-based budgeting

Purchasing & Grants

- Our Procurement Division Director was named Procurement Manager of the Year; 130+ contracts and 1,700+ purchase orders
- Managing $56.8 million across 54 grants; Submitted 29 applications worth $16.66M in funding, with $1.54M awarded so far

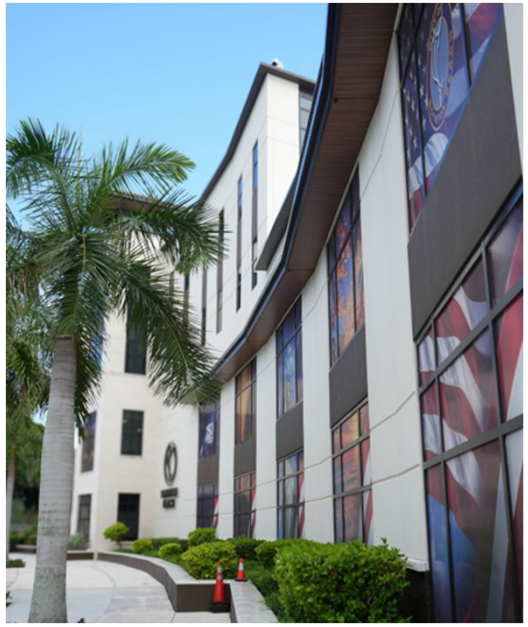
Development

- Completed the draft Comprehensive Plan and submitted it for state review; currently awaiting approval
- Completed and formally approved the Public Art Master Plan
- Six major projects in development
- Installed over 11 planned art wraps on traffic control boxes
- Allocated and distributed $210,000 in business grants
- Expanded entrepreneurship programs with Florida State University and the University of Notre Dame, reaching 84 participants, up from 31
- Spent $1,068,160.03 in state housing funds; completed 29 housing rehabilitations (18 for elderly/disabled homeowners 62+, 11 regular)
- CDBG (federal) funding: sheltered 11 crime victims; educational programs for 42 youth with developmental disabilities; self-sufficiency help for 24 people; grants for 3 small businesses



Building

- Bigger flood insurance discount: Owners in flood zones now get 30% off, after the City's flood rating improved from Class 5 to Class 4
- Lower home insurance rates: The City's building-code rating improved from 4 to 3 (1 is best) for homes and businesses
- Storm-proofing rebates: $187,668 returned to homeowners through 582 rebates for roofs, windows, doors, shutters, generators, and A/C
- Since launching our electronic permitting system, single discipline permit processing has gone from 35 days in 2021 to 10 days in 2022 to just 6 days today.
- Building permit valuation reached $1.15B (up from $684M in FY2022)



Public Works

- Stronger corridors and sidewalks: Refreshed medians citywide, repaired about 80 sidewalk areas, and kicked off the Federal Highway Streetscape Project
- Beautiful parks: Revitalized Memorial Park Cemetery, Jaycee Dog Park, and Meadows Nautical Field
- Major projects: Inn at Boynton Beach demolition, Pence Park design, Chapel Hill paving, and an Intracoastal Park privacy wall
- Recreation upgrades: Modernized Tennis Center lighting for better visibility, energy efficiency, and safety, and created a new EA Sports Lab at the Carolyn Sims Center



Utilities

- Opened the renovated water-testing lab at the West Water Treatment Plant
- New customer billing system being implemented; New asset management system being built out to manage the East and West Water Treatment Plants, wells, tanks, and generators.
- 12 employees earned national pipe-inspection certifications
- Hunters Run pilot: A new flushing method improves water quality while saving water
- Coquina Cove: Final phase of replacing old water and sewer pipes and improving drainage



Human Resources & Compliance

Benefits & Wellness

- Switched life and disability insurance: increased coverage and $50K saved; life insurance for full-time employees up from $50K to $200K
- Renewed Aetna health plan, cutting the carrier fee from 37% to 16%
- Self-insured health plan saving an estimated $580K a year

Labor & Accountability

- New contract reached with the police union
- HR and Internal Investigations combined into one team
- Investigations finish in 33 days on average
- $12M+ in value for the City from investigations, proactive audits, and litigation prevention

On-Site Health Clinic

- 64% of covered employees use the clinic; 4,325 visits

Innovation and Technology Solutions

- New online 311 system for residents launches November 2026
- Created an AI Working Group to guide safe use of AI
- Supported Workday (new finance and HR system) and the new utility billing system
- Built the network for the new Public Works building and Carolyn Sims eSports Lab

Public Affairs

- State of the City: Sold-out event with 15 sponsors
- Jersey retirement ceremony for Lamar Jackson
- Commissioner video series: “Cooking with the Commish” with Commissioner Kelley, weekly “60 Secs with McCray” district updates with Commissioner McCray, and partnered with Vice Mayor Turkin and a local fishing influenceer to showcase Boynton’s abundant marine life, world class fishing, and the benefits of our marina and coastal waterways
- Social Media Growth: 8,865 new followers gained across Facebook, Instagram and LinkedIn in FY 2025–2026, bringing the combined audience to 37,758 (31% growth). Instagram led growth with a 46% increase, reaching 13.1K followers





Recreation & Cultural Services

Library:

- Awarded $72,784 in grants
- Bought 28 new computers and started a tool-lending “Library of Things” (50+ tools)

Events:

- Taste of Boynton: First ticketed, adults-only event; sold out
- 4th of July: Crowd grew 40% to 2,000+

Arts & Culture:

- Upgraded the theater at the Arts & Cultural Center
- Added pottery and ceramics classes

The Links Golf Course:

- Record $260,648 in merchandise sales in one month; revenue expected to hit record high over $3.6M
- 5 PGA HOPE programs served 97 veterans

City Manager Salaries 2026

Salary comparison of top administrators by municipality, ranked highest to lowest

Rank	Municipality	Position	Population	Annual Salary
1	Pembroke Pines	City Manager	171,413	$444,426
2	Palm Beach Gardens	City Manager	64,547	$437,627
3	Pompano Beach	City Manager	115,813	$398,636
4	Fort Lauderdale	City Manager	192,338	$360,500
4	Miramar	City Manager	140,807	$360,500
6	Hollywood	City Manager	156,997	$353,163
7	West Palm Beach	City Administrator	126,944	$340,648
8	Lauderhill	City Manager	74,772	$327,737
9	Coconut Creek	City Manager	57,933	$318,552
10	Jupiter	Town Manager	61,246	$315,000
11	Boca Raton	City Manager	100,897	$306,000
12	Coral Springs	City Manager	136,062	$303,050
13	Wellington	Village Manager	61,836	$294,000
14	Boynton Beach	City Manager	82,937	$281,338
15	Sunrise	City Manager	98,310	$278,536
16	Riviera Beach	City Manager	39,644	$265,668
17	Delray Beach	City Manager	69,038	$264,430

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/20/2026

Receive a presentation and discuss the City's existing agreements with Flock Safety, review options identified by the City Attorney's Office concerning those agreements, discuss the Police Department's operational use of ALPR technology, and provide direction regarding continuation, modification, replacement, or discontinuation of the ALPR program.

Requested Action: Direction requested by consensus of City Commission.

Explanation of Request:

The City currently uses Flock Safety Automated License Plate Reader (ALPR) technology as a public safety tool to assist law enforcement investigations, identify vehicles associated with criminal activity, recover stolen vehicles, and support crime-reduction initiatives.

How will this affect city programs or services? Options discussed will directly affect the program and its path forward.

Budgeted Item: Yes

Account Line Item and Description: 103-2110-521-46-91

Fiscal Impact: It is currently a budgeted item under the Traffic Safety Fund

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Attachments:
Flock Contract Options Memo Final (10.12.26).pdf

The City of Boynton Beach

OFFICE OF THE CITY ATTORNEY
100 E. OCEAN AVENUE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310
(561) 742-6050

MEMORANDUM

TO: Mayor and City Commission

CC: Daniel Dugger, City Manager
Andrew Mack, Deputy City Manager
Adam Temple, Deputy City Manager
Joe DeGiulio, Chief of Police

FROM: Shawna G. Lamb, City Attorney
Stacey R. Weinger, Deputy City Attorney

DATE: October 12, 2026

RE: Flock Safety Agreements: Options for Commission Consideration

PURPOSE

At its October 6, 2026, meeting, the Commission requested a summary of its options regarding the City's agreements with Flock Group, Inc. ("Flock"). This memorandum supplements our October 2, 2026, memorandum on the legal landscape for automated license plate reader ("ALPR") technology and addresses only the contract options.

CURRENT AGREEMENTS

The City's relationship with Flock is governed by the Master Services Agreement approved by Resolution No. R23-115, effective July 20, 2023 (the "MSA"), and the order authorized by that resolution, which runs through November 2027. The Flock OS order approved by Resolution No. R24-122 has been terminated.

Three additional Order Forms were executed administratively in September 2025, with terms extending into Fiscal Year 2028-2029. To the extent any obligation exists under those Order Forms, each incorporates the terms of the MSA, including the non-appropriation clause in Section 11.16.

In addition to ALPR services, Flock provides the City's gunshot detection system, which operates separately from the ALPR program. The Police Department recommends retaining the gunshot

detection system. Unless otherwise noted, the options below address the ALPR program.

OPTIONS

Option 1: Continue As-Is

All Order Forms remain in effect, the Police Department continues to use the services, and payments continue on the existing schedules. This option carries no contractual risk, but it leaves in place the vendor-specific concerns identified in our October 2 memorandum and allows each Order Form to renew automatically absent timely notice.

Option 2: Continue with Contract and Policy Modifications

The program continues, and the City seeks amendments to the Order Forms reflecting the seven-day retention period the City has directed, a data breach notification requirement, indemnification for data breaches and privacy claims, and advance notice before Flock discloses City data under Section 5.3 of the MSA. Flock is not obligated to agree, and any amendment must be in writing. This option addresses the most significant contract gaps while preserving the program.

Option 3: Operational Pause

The Commission directs the Police Department to stop using the platform for a defined period, such as through the 2027 Regular Session. No notice to Flock is required, and the pause is easily reversed, but the City continues to pay for services it is not using, and the hardware remains in place.

Option 4: Negotiated Standstill

The City asks Flock to agree to a mutual suspension of services and payments pending the outcome of the 2027 Regular Session and the pending federal appeals. Flock has no obligation to agree, though vendors often prefer accommodation to losing a customer. A standstill must be memorialized in a written amendment and would preserve current pricing and the City's ability to resume.

Option 5: Non-Renewal at End of Current Terms

The City gives notice of non-renewal, and the services end when the current terms expire, which for the order authorized by Resolution No. R23-115 is November 2027. This option avoids automatic renewal without early termination and can be combined with Options 2 through 4. It does not by itself end the September 2025 Order Forms, which extend into Fiscal Year 2028-2029, and the Commission retains its annual appropriation authority in the meantime.

Option 6: Terminate for Non-Appropriation

Section 11.16 of the MSA conditions the City's payment obligations on the availability of appropriated funds and permits termination on thirty (30) days' written notice without penalty or other cost. Termination would take effect thirty (30) days after notice to Flock, and the City would remain responsible for services rendered through that date. This option would end the City's ALPR obligations under the MSA and the Order Forms issued under it. The Commission may decline to appropriate funds for the ALPR services while continuing to fund the gunshot detection system,

which would remain in effect under the MSA. Because Flock provides both services under the MSA, Flock may take the position that non-appropriation applies to its agreements as a whole, so the separation should be memorialized in a written amendment. The existing orders contain no discount reimbursement provision. Under the MSA, Flock owns the hardware and is responsible for its removal.

Because funding for Flock was appropriated in the Fiscal Year 2026-2027 budget, this option would also require a budget amendment rescinding the appropriation for the ALPR services and reallocating the funds under section 166.241(9), Florida Statutes.

Should the Commission wish to exercise this option, we would prepare a resolution with findings specific to Flock and its agreements. The resolution would preserve the Commission's ability to consider ALPR or similar public safety technology from other providers in the future, through appropriate procurement and a separate appropriation. Termination would be permanent as to the terminated ALPR services, and any future engagement with Flock would require new terms at then-current pricing.

NEXT STEPS

Upon direction from the Commission, we will prepare the documents needed to implement the selected option.

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AMENDMENT NO. 1 TO SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CATALIS PAYMENTS, LLC

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Catalis Payments, LLC, a limited liability company registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On August 6, 2024, the Parties entered into the "Services Agreement Between Catalis Payments, LLC and City of Boynton Beach, Florida" (the "Agreement"), approved by Resolution No. R24-177, for bill printing, mailing, and electronic bill presentment and lockbox payment services.

B. The Parties desire to amend the Agreement to update the payment processing fee schedule, update the lockbox fee schedule, modify certain implementation service fees, remove the Sub-Merchant Agreement from Exhibit D, and remove Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC (formerly DataProse, LLC) as a subcontractor under Exhibit E of the Agreement, all as set forth herein.

C. DataProse, LLC, the subcontractor identified in Exhibit E of the Agreement, has changed its name to Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC ("Matrix"). All references to DataProse, LLC in the Agreement shall be deemed to refer to Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC.

D. The City desires to engage Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC as a primary contractor under a separate, direct agreement with the City for bill printing, mailing, and presentment services.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Amendment to Exhibit B, Section 2.1 – E-Payment System Pricing: Section 2.1 of Exhibit B (Payment Processing) is hereby deleted in its entirety and replaced with the following:

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"In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("Convenience Fees") and/or Merchant will be billed applicable fees ("Merchant Absorbed Fees") associated with payment transactions as follows: (i) Online, Counter, and IVR Credit and Debit Cards: $1.60 fee per $100.00 per transaction (Convenience Fee); (ii) Online and IVR E-Check/ACH: $0.13 per transaction (Merchant Absorbed); (iii) Online PayPal/PayPal Credit/Venmo: included under Credit/Debit rate structure. Fee structure includes indemnified transaction processing for credit and debit transactions."

Amendment to Exhibit B, Section 2.2 – E-Payment Implementation Services: Section 2.2 of Exhibit B (Payment Processing) is hereby deleted in its entirety and replaced with the following:
"Only the services marked will be implemented. Fees will be waived if Merchant implements E-Payment System within six (6) months. The following services are included: (i) E-Payment System Deployment & Program Implementation – One-time fee of $10,000.00, Waived; (ii) Support & Training (2 hours, web based) – $150.00 per hour, Waived. The following services are not included in this Amendment: IVR Implementation, Web Services or API Implementation, File Integration, Custom Development/Professional Services, and POS Terminals."

Amendment to Exhibit A, Section 2.1 – Lockbox Fees: Section 2.1 of Exhibit A (Lockbox Processing) is hereby deleted in its entirety and replaced with the following:
"The following pricing applies to the receipt, extraction, scanning, data entry, reject processing, providing a posting file, and depositing checks collected via image cash letter to the Merchant's bank account for all mailed-in payments: Implementation – Waived; Returns/Correspondence, Checks Only, Multiples, Online Image Access, Interactive Exceptions, ICL Check Conversion, and Data Transmission – Included in Contract Monthly Minimum; Cash Payment – $3.25 per item; Third Party Electronic – $0.06 per item; Postage or Express Mail – Pass-through (subject to change, proof of cost provided); Annual P.O. Box Fee – Pass-through (subject to change, proof of cost provided); Contract Monthly Minimum – $2,500.00 per month."

Amendment to Exhibit D – Removal of Sub-Merchant Agreement: Exhibit D of the Agreement is hereby amended to remove the Merchant Services Agreement for Sub-Merchants (https://catalisgov.com/merchant-services-agreement-for-sub-merchants/) in its entirety. From and after the Effective Date of this Amendment, Exhibit D shall consist solely of the Payment Processing Terms and Conditions (https://catalisgov.com/payment-processing-terms-and-conditions/), which shall remain in full force and effect.

Removal of Exhibit E – Bill Printing and Presentment; Removal of DataProse, LLC as Subcontractor: Exhibit E (Bill Printing and Presentment) of the Agreement, together with all obligations, rights, and responsibilities of Matrix Enterprise Holdings, LLC d/b/a Matrix Imaging Solutions, LLC ("Matrix") thereunder, is hereby deleted in its entirety and removed from the Agreement, effective upon the Effective Date of this Amendment. From and after the Effective Date of this Amendment, Catalis Payments, LLC shall have no obligation to provide, arrange, or be responsible for bill printing, mailing, or presentment services under the

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Agreement, and the City shall bear no further obligations to Matrix under or in connection with the Agreement. The removal of Exhibit E does not affect any other exhibit or provision of the Agreement, all of which remain in full force and effect as modified herein.

4. The City shall compensate Vendor pursuant to the rates set forth in the Agreement, as amended herein, for an annual amount not to exceed One Hundred Thousand Dollars ($100,000.00).

5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

7. The following new sections are added to the Agreement as follows:

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

(b) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

8. The effective date of this Amendment shall be the date of complete execution by the Parties.

9. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

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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

CATALIS PAYMENTS, LLC

Signed by:
B6E7A25262234F4...

(Signature) Catalis Payments, LLC

Jeff Hess

Print Name of Authorized Official

Chief Operating Officer

Title

8/12/2026 | 5:03:10 PM EDT

(Corporate Seal)

Attest/Authenticated:

Signed by:
Eric Johnson
7BE9D2804187444...

(Signature), Witness

Eric Johnson

Print Name

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PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND T-MOBILE USA, INC.

This Piggyback Agreement ("Agreement")is made as of this __ day of _____, 2026, by and between T-Mobile USA, Inc. (FEI/EIN Number: 91-1983600), with a principal address of 12920 SE 38th Street, Bellevue, WA 98006, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on October 7, 2020, the State of Florida, Department of Management Services issued an "Invitation to Negotiate" (ITN) under section 287.057 (1)(c), Florida Statutes, to establish a Master Agreement for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunications services, cellular phones, associated devices, accessories and features, collectively referred to as Mobile Communication Services (MCS) which is part of the DMS SUNCOM group; and

WHEREAS, the State of Florida, Department of Management Services ("Department" or "DMS") found T-Mobile USA ("Vendor") to be a responsive, responsible bidder and awarded it a five-year (5) contract with an option upon written agreement, the Department (DMS) and the Contractor may renew the Contract, in whole or in part, for up to five (5) additional years in accordance with Section 287.057 (13), F.S. and Rule 60A-1.048, Florida Administrative Code (F.A.C). Contract No. DMS-19/20-006B, as renewed and amended by Amendment No. 1 thereto (collectively, the "Master Agreement"), contract term August 4, 2026, through August 3, 2031; and

WHEREAS, the City desires to obtain the Services from Vendor; and

WHEREAS, the City's Purchasing Policy Section IX – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations 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, in order to ensure the continued cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, the City Departments are requesting to enter into a Piggyback Agreement with the Vendor to provide cellular services, cellular phones and other telecommunication services for all City Departments; and

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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."**

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

AGREEMENT

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

2. **Term:** The term of this Agreement commences on full execution by the parties and will remain in effect until August 3, 2031 ("Term"). The 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. The Master Agreement is incorporated herein by reference only to the extent applicable to the Services provided to the City. The City shall compensate Vendor pursuant to the rates outlined in the Master Agreement in an annual amount not to exceed Thirty Thousand Dollars ($30,000.00), exclusive of applicable government-imposed taxes, surcharges, and fees chargeable under Section 3.8 ("Taxes") of the Master Agreement. The Mayor is authorized to execute ordering documents up to the aggregate annual not-to-exceed amount described herein.

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: T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
ATTN: Senior Vice President, T-Mobile for Government

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Email: QABusiness@T-Mobile.com
With a copy to: T-Mobile USA, Inc, Legal Department – Sales & Distribution (at the same address as above)
Email Copy to: Legal_Government_Contracts@T-Mobile.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 33425.
   Email: COBBInvoices@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. 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 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 except for any taxes, surcharges, or fees authorized by Florida or Federal law. 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, to the extent applicable, 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, to the extent applicable to the Services performed under this Agreement, 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

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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, to the extent required under Chapter 119, Florida Statutes, transfer to the City, at no cost to the City, all public records relating to the Services performed under this Agreement in Vendor's possession. All records stored electronically by Vendor in connection with the Services performed under this Agreement must be provided to the City, upon request from the City's custodian of public records, in a format reasonably compatible with the City's then-current 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.

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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 or cured within thirty (30) days after written of the dispute shall be submitted and resolved in accordance with Section 6.2 ("Dispute Resolution, Governing Law, and Vendue") of the Master Agreement.

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. An electronic signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute 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 / OTHER TERMINATION.** This Agreement may be terminated for convenience by either party with at least thirty (30) calendar days' advance written notice to the other party. Each Party acknowledges that it has received good, valuable, and sufficient consideration of the other party's right to terminate this Agreement for convenience, including in the form of the obligation to provide advance written notice of such termination in accordance with this section. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the

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public health, safety, or welfare. If this Agreement is terminated pursuant to this section, Vendor shall be paid for any Services properly performed through the effective date of termination, subject to any right of City to retain any sums otherwise due and payable, and City shall have no further obligation to pay Vendor for Services under this Agreement. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by City due to Vendor's failure to comply with any term(s) of this Agreement, subject to Section 7.4 ("Limitation of Liability") of the Master Agreement..

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, provided that the City first provides Vendor with written notice specifying the failure and an opportunity to sure such failure within thirty (30) calendar days after receipt of notice.

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 third-party claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City 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 such third-party 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 reasonable attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. Notwithstanding the foregoing, Vendors indemnification obligations under this Section shall be subject to Section 7.3 ("Indemnification") of the Master 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, the parties' liability under this Agreement shall be subject to Section 7.4

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("Limitation of Liability") of the Master Agreement,.

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, which consent shall not be unreasonably withheld, 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 for Services not yet rendered, and the City shall remain responsible for payment of all Services rendered through the effective date of termination.

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.

29. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses

covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

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, City Clerk

T-MOBILE USA, INC.

DocuSigned by:
Peter Vargas 10/12/2026
3D82F780D88948D...
(Signature)

Peter Vargas
Print Name of Authorized Official

Director, Public Sector & Education - South Region
Title

Approved by:
DocuSigned by:
Florick Dino
B690B61B18D2433...
T-Mobile USA, Inc. Legal Department
Date: 10/12/2026

(Corporate Seal)

Attest/Authenticated:

Signed by:
Annette Marie Bisbee
FEE8BA19F5DD4E5...
(Signature), Witness

Annette Bisbee, Sr. Contracts Negotiation Manager
Print Name 10/12/2026

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EXHIBIT A

MASTER AGREEMENT BETWEEN STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES AND T-MOBILE USA, INC.