The City of

# Boynton Beach

## City Commission Agenda

Tuesday, November 17, 2026, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

## Boynton Beach City Commission

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

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

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

*America's Gateway to the Gulfstream*

www.boynton-beach.org

**Welcome**
**Thank you for attending the City Commission Meeting**

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

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

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

**Speaking at Commission Meetings:**

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

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

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

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

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

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

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

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

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

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

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

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

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

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

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

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

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

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

1. **Openings**

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

   Invocation by Commissioner McCray.

   Pledge of Allegiance to the Flag, led by Mayor Shelton.

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

2. **Other**

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

   A. Proclamation - Schoolhouse Children's Museum 25th Anniversary
   Read and present the proclamation to Miriam Naranjo, Executive Director, Schoolhouse Children's Museum, naming November 29, 2026, Schoolhouse Children's Museum 25th Anniversary Day.

   B. Graduation of Boynton Beach Citizen Academy
   Recognize and congratulate the graduates of the Boynton Beach Citizens Academy

   C. Year-end Red Light Camera Presentation.
   Boynton Beach Police Department's Traffic Unit will present the year-end Red Light Camera data to the City Commission.

4. **Public Audience**

   **Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).**

5. **Administrative**

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

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

   B. Community Support Funds
   Approve Community Support Fund requests for:

   Commissioner Cruz

- Men of Vision and Power "MVP" - $500

6. **Consent Agenda**

A. Proposed Resolution No. R26-210- FY2026-27 Budget Amendment modifying various Funds to address FY2025-26 Purchase Orders (Encumbrances). This budget amendment will modify appropriations within various FY 2026-27 funds to provide spending authority for outstanding FY 2025-26 purchase orders (encumbrances) related to capital projects, fleet operations, equipment purchases, contractual services, and other approved expenditures.
Staff recommends approval of Proposed Resolution No. R26-210.

B. Proposed Resolution No. R26-211- Approve budget amendment for FY2025-26, adjusting the budget appropriations and revenue sources and providing spending authority for various Funds and Operating Departments.
Staff recommends approval of Proposed Resolution No. R26-211.

C. Proposed Resolution No. R26-212- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public records of Palm Beach County.
Staff recommends approval of Proposed Resolution No. R26-212.

D. Proposed Resolution No. R26-213- Ratifying the City's support and partnership for the Sea Turtle Adventures application to the Florida Department of Environmental Protection Coastal Partnership Initiative Grant Program for Rooted in Action: Comprehensive Mangrove Cleanup Initiative, in the amount of $30,000, if awarded, authorizes the City to accept the grant and authorizes the Mayor and City Manager to execute all future documents associated with the grant, subject to review by the City Attorney's Office.

Staff recommends approval of the proposed Resolution No. R26-213.

E. Commission Meeting Minutes.
Approve minutes from the September 16 2026, City Commission Meeting.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-214- Approve and authorize the issuance of Purchase Orders for the acquisition of vehicles and equipment scheduled in the FY2026/2027 replacement budget, utilizing the following contracts: Florida Sheriffs Association (FSA) Cooperative Purchasing Program Contracts, Sourcewell Contracts, the Florida Department of Management Services (DMS) State Term Contract, the Charlotte County Contract, the City of Tallahassee Contract, the Hillsborough County Sheriff's Office Contract, the Bradford County Sheriff's Office Contract (Duval Ford), OMNIA Partners Contracts, the HGAC-Buy (Houston-Galveston Area Council) Contract, the U.S. General Services Administration (GSA) Contracts, and the Virginia Sheriffs' Association (VSA) Contracts, to be financed through a Lease-Purchase arrangement, for an estimated financing total amount of $8,221,170.11, plus a contingency of twenty percent (20%) or $1,644,234.02, for a total amount not to exceed $9,865,404.13, should the vehicles and/or equipment no longer be available

and new models be delivered; and further authorize the use of these same contracts during FY2026/2027 for the acquisition of additional vehicles and equipment as needed (e.g., totaled vehicles, mid-year position additions), provided that funding is budgeted.
Staff recommends approval of Proposed Resolution No. R26-214.

B. Proposed Resolution No. R26-215- Approving a Master Equipment Lease Purchase Agreement, Schedules of Equipment No. Five and Six, an Escrow Agreement with U.S. Bank National Association, a Federal Tax Agreement, and all related closing documents with Lease Servicing Center, Inc. dba NCL Government Capital, piggybacking Sourcewell Contract No. 092424-NCL, in a total amount of $8,221,170.11; and authorizing the Mayor, City Manager, City Attorney, City Clerk, and Director of Finance to take all actions necessary to accomplish the purpose of the Agreement and this Resolution.
Staff recommends approval of Proposed Resolution No. R26-215.

C. Proposed Resolution No. R26-216- Authorizing the issuance of a Purchase Order to Thompson Pump and Manufacturing Company, Inc. for the purchase of one (1) Model 18JSVK-DJDS-90H-DC 18-inch vacuum-assisted, skid-mounted, sound-attenuated emergency bypass pump with Tier III diesel engine and related controls and accessories for Lift Station LS317, utilizing Sourcewell Contract No. 021726-TPM (RFP 021726), in a total amount not to exceed $227,386.00.
Staff recommends approval of the Proposed Resolution No. R26-216.

D. Proposed Resolution No. R26-217- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving Amendment No. 1 to the Cooperative Agreement with Lhoist North America of Alabama, LLC, under the Southeast Florida Governmental Purchasing Cooperative Group Bid No. 23-36B (City of Tamarac, lead agency), for the furnishing, delivery, and discharge of Quicklime for the East Water Treatment Plant, exercising the final three-year renewal for the period November 1, 2026, through October 31, 2029, with annual expenditure authority not to exceed $800,000 per year for years 2027, 2028, and 2029, for a total not to exceed $2,400,000; authorizing the Mayor to execute the amendment; and providing an effective date.
Staff recommends approval of Proposed Resolution No. R26-217.

E. Proposed Resolution No. R26-218- Approving a Service Agreement between the City and A & Associates, Inc., for temporary staffing and payroll administration services, for a term of five (5) years, for an annual expenditure not to exceed $200,000.
Staff recommends approval of the proposed Resolution No. R26-218.

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. 26-031- First Reading, An Ordinance of The City Commission of the City of Boynton Beach, Florida Repealing Chapter 2 Article XV, Sections 2-201 through 2-220 and any amendments thereafter, which established

the City's small and minority business enterprise program.
Staff recommends the approval of Proposed Ordinance No. 26-031 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. (Tabled at the October 20, 2026 City Commission meeting)
On behalf of City Manager Dan Dugger

10. **Regular Agenda**

A. Discussion on a commercial use permit and decal program for City ramps, docks, parking, and park facilities at Harvey Oyer, Jr. Park.
Requested by Vice Mayor Turkin

B. Consideration of the Establishment of the Land Development Regulations (LDR) Task Force. (Tabled at the November 5, 2026 City Commission Meeting)
Provide by Motion or Consensus, direction to staff to prepare a resolution establishing the LDR Task Force.

11. **Future Agenda Items**

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

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

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

12. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proclamation - Schoolhouse Children's Museum 25th Anniversary**

**Requested Action:**
Read and present the proclamation to Miriam Naranjo, Executive Director, Schoolhouse Children's Museum, naming November 29, 2026, Schoolhouse Children's Museum 25th Anniversary Day.

---

---

**Attachments:**
School House Museum 25 Anniversary.docx

# City of Boynton Beach

## Proclamation

**WHEREAS**, the Schoolhouse Children's Museum opened on November 29, 2001, transforming one of Boynton Beach's most treasured historic landmarks into a vibrant destination where children and families can explore, play, learn, and discover; and

**WHEREAS**, the Museum is housed in the historic 1913 Boynton School, which served local students until 1990 and continues its educational legacy today as a place dedicated to learning, discovery, and community; and

**WHEREAS**, for 25 years, the Museum has inspired generations of children through hands-on exhibits, educational programs, classes, field trips, and special events that integrate the arts, humanities, and sciences while bringing the history, culture, and natural environment of South Florida to life; and

**WHEREAS**, the Museum has become a beloved community institution and gathering place where children can learn through play, develop their curiosity and creativity, and build a lifelong love of discovery; and

**WHEREAS**, the Museum's 25th anniversary celebrates the families, educators, volunteers, donors, community partners, and City leaders whose support has helped preserve this important part of Boynton Beach's history and ensured that it continues serving new generations; and

**WHEREAS**, the City of Boynton Beach recognizes the Schoolhouse Children's Museum's 25 years of enriching the lives of children and families, preserving our community's history, and inspiring its future;

**NOW THEREFORE**, I, Rebbeca Shelton, Mayor of the City of Boynton Beach, Florida, do hereby proclaim November 29, 2026 as:

"Schoolhouse Children's Museum 25th Anniversary Day"

in the City of Boynton Beach and encourage all residents to celebrate and support this cherished educational and cultural institution.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 17th day of November Two Thousand Twenty-Six

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Tammy Stanzione, City Clerk

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Graduation of Boynton Beach Citizen Academy**

**Requested Action:** Recognize and congratulate the graduates of the Boynton Beach Citizens Academy

---

**Explanation of Request:** Congratulations to the graduates of the Boynton Beach Citizens Academy! Over six weeks, this civic leadership program took participants behind the scenes of local government through interactive experiences, facility tours, and conversations with City and County leaders. Designed for residents, business owners, and individuals interested in serving on City boards and committees, the Academy gave its graduates the knowledge, relationships, and confidence to become informed advocates and active participants in the future of our community.

---

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Year-end Red Light Camera Presentation.**

**Requested Action:** Boynton Beach Police Department's Traffic Unit will present the year-end Red Light Camera data to the City Commission.

---

**Explanation of Request:** Year-end presentation of Red Light Camera data in accordance with section 316.0083, Florida Statutes.

**How will this affect city programs or services?** N/A - this is informational only.

**Account Line Item and Description:** N/A

**Fiscal Impact:** N/A - this is informational only.

---

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Advisory Board Appointments.**

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

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

---

**Explanation of Request:**

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

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

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

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

---

**Attachments:**
Advisory_Board_Appointments_Reappointments_and_Applicants_for_November 17.docx
Tim Hunt - Art Advisory Board.pdf
Michele Pearlman -Waiver of Requirments.pdf
Michele Pearlman - Recreation & Parks.pdf
Joe Josemond - Senior Advisory Board.pdf

# Advisory Board Vacancies November 17, 2026

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

| | | | |
|---|---|---|---|
| Vice Mayor | Turkin | Alternate | Vacant |

**Applicant:** Tim Hunt

---

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

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

**Applicants:** None

---

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

| | | | |
|---|---|---|---|
| IV | Kelley | Regular | Vacant |
| Vice Mayor | Turkin | Alternate | Vacant |

**Applicants:** None

---

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

| | | | |
|---|---|---|---|
| II | McCray | Alternate | Vacant |

**Applicants:** None

---

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

| | | | |
|---|---|---|---|
| II | McCray | Alternate | Vacant |

**Applicants:** Michele C. Pearlman

---

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

| | | | |
|---|---|---|---|
| Vice Mayor | Turkin | Alternate | Vacant |

**Applicants:** Joe Josemond

**Applications Received**

| | | | |
|---|---|---|---|
| 11/04/26 | Tim Hunt | BBAA | No Vacancies |
| ~~10/28/26~~ | ~~Michele C. Pearlman~~ | ~~Rec & Parks~~ | ~~Outside City limits Waiver of Requirements was emailed~~ |
| 10/27/26 | Yolanda Robinson | Educ & Youth | Withdraw her application via email |
| 10/23/26 | Amaya Anderson | Educ & Youth | Unable to verify voters status was emailed |
| 10/23/26 | Adria Powell | Educ & Youth | Outside City limits Waiver of Requirements was emailed |
| 9-28-26 | Gracy Chery | CRA Adv. | No Vacancies |
| 9-28-26 | Mario Lopez Pisani | Art. Adv | Outside City limits waiver of requirements was emailed |
| 8-01-26 | Lorraine Castellano | CRA Adv. | No Vacancies |
| 6-02-26 | Cherly McKeever | Sr. Adv. | No motion was made to approve Waiver |
| 5-13-26 | Cherly McKeever | Sr. Adv. | Submitted Waiver of Requirements – |
| 4-30-26 | Cherly McKeever | Sr. Adv. | Outside City limits Waiver of Requirements was emailed |

# 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** *

11/4/2026

**First Name** *

Timothy

**Last Name** *

Hunt

**Phone Number** *

615-594-7244

**Email** *

timhunt71@gmail.com

**Date of Birth** *

1/15/1968

**Street Address** *

118 NE 6th Ave

**Street Address 2**

**City** *

Boynton Beach

**State** *

FL

**Zip Code** *

33435

**Country** *

United States

**Current occupation or, if retired prior occupation**

General Contrator

**Education**

Associates Degree in Electronics, CGC License, Real Estate License

**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**

Principle Building Group of Florida, LLC

**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. ,

I have been in the construction industry for the last 30+ years. I am a General Contractor in Florida (CGC1535792) and (CGC1538129) and own a construction company and am the FRO of another. I also have sold and installed Commercial and Residential Roofing for over 10 years here in Florida . I am a 10 year veteran of the Army National Guard and served in Desert Storm.

I very much love my community here in Boynton Beach and South Florida (Been a resident since 2010) and want to serve my community in any capacity needed.

**Professional Memberships** *

Please list any professional memberships

DBPR - GC license (CGC1535792)
DBPR - Real Estate License

**Attachments**

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

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

**Certification** *

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

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

# City of Boynton Beach: Advisory Board Waiver of Requirements

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

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

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

✓ Residency

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

_____ Required qualifications

Name Michele C. Pearlman Telephone # 410-802-1775

Address 8889 Georgetown La.

Boynton Beach, Fl Zip Code 33472

Date of Birth: 04/08/1955 Email: mpearlwoman@gmail.com

Current occupation or prior occupation: Physical Therapist

Education Physical Therapy (B.S.) from University of Maryland School of Medicine, Dept of Physical Therapy

| | | |
|---|---|---|
| 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 the City limits: | _____ Yes | ✓ No |
| If yes, name of business | | |
| Have you ever been convicted of a crime? | _____ Yes | ✓ No |
| If yes, when | Where | |
| Are you currently serving on a City board? | _____ Yes | ✓ No |
| Have you served on a City board in the past? | _____ Yes | ✓ No |

If so, which board(s) and when?

Please indicate which advisory board you are seeking appointment.

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

If appointed, are you willing to serve as Chair or Vice Chair? ✓ Yes ____ No

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

- As a physical therapist, I have been able to work with a diverse population of patients with a diverse set of injuries, strokes, amputations and post surgical issues.
- I was accepted as a volunteer, receiving clearence, to work at the White House answering the comment line and recording answers that went to the office of the President.

Please list any professional memberships: → O

I have a developmental disabled sister that I have cared for my entire life, starting in grade school. I am well versed in the ADA act. I organized my community to petition the state of MD to stop the growing of hemp in residential areas, including testifying before the state representatives.

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

Signature: Michele C Pearlman Date: 11/2/2026

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

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

# Advisory Board Appointment Application

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

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

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

**Today's Date** *

10/28/2026

**First Name** *

Michele C

**Last Name** *

Pearlman

**Phone Number** *

4108021775

**Email** *

mpearlwoman@gmail.com

**Date of Birth** *

4/8/1955

**Street Address** *

8889 Georgetown Ln

**Street Address 2**

**City** *

Boynton Beach

**State** *

FL

**Zip Code** *

33472

**Country** *

United States

**Current occupation or, if retired prior occupation**

Physical Therapist

**Education**

Physical Therapy Degree

**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**

Michele C Pearlman

**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.

Recreation and Parks

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

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

◉ Yes ○ No

**Personal Qualifications** *

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

I have good organizational skills. I formed and implemented Schedules for Tennis play for Three days a week for 15 years for 15-20 people. I have played Tennis my whole life, being a team member at the number one position in high school and College. I was Concertmaster (violin) in my high school orchestra with responsibility to take over for the conductor at anytime and tune the orchestra. I organized my community to Stop Hemp growing in open fields near residential areas in my neighborhood and testified at the State level about this mater. I volunteered at the White House for 3 years, receiving clearance to answer the Comment line. Working as a Physical Therapist, I have a medical background that could be an asset to this Board.

**Professional Memberships** *

Please list any professional memberships

None

**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** *

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.

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Community Support Funds**

**Requested Action:** Approve Community Support Fund requests for:

Commissioner Cruz

- Men of Vision and Power "MVP" - $500

---

**How will this affect city programs or services?** NA

**Budgeted Item:** Yes

**Account Line Item and Description:** Community Support Funds:

001-1110-511-83-01

**Fiscal Impact:** This is a budgeted line item.

---

**Attachments:**
3. Pathways to Prosperity - Men of Vision and Power.docx

**EXHIBIT "A"**

***COMMUNITY SUPPORT FUNDS***
***REQUEST FORM***

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

Date of Request: 11/17/26
Requested by Mayor/Commissioner: Commissioner Cruz
Amount Requested: $500
Recipient/Payee: Pathways to Prosperity
Description of project, program, or activity to be funded: _____

Men of Vision and

**Part II - Availability of funds**

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

The balance of funds available for the requesting Member of the Commission is $4,750.

Accordingly:

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

Dated: _____ By: _____
Tammy Stanzione, City Clerk

**Part III-Eligibility Evaluation**

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

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

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-210- FY2026-27 Budget Amendment modifying various Funds to address FY2025-26 Purchase Orders (Encumbrances). This budget amendment will modify appropriations within various FY 2026-27 funds to provide spending authority for outstanding FY 2025-26 purchase orders (encumbrances) related to capital projects, fleet operations, equipment purchases, contractual services, and other approved expenditures.**

**Requested Action:** Staff recommends approval of Proposed Resolution No. R26-210.

---

**Explanation of Request:** Staff is requesting approval of budget amendments to the FY 2026-27 Budget. This budget amendment will modify appropriations within various FY 2026-27 funds to provide spending authority for outstanding FY 2025-26 purchase orders (encumbrances) related to capital projects, fleet operations, equipment purchases, contractual services, and other approved expenditures.

The FY 2026-27 Budget was adopted on September 16, 2026, through Resolution No. R26-164. Following the start of the fiscal year on October 1, 2026, staff identified purchase orders issued during FY 2025-26 that remain open and require re-appropriation in FY 2026-27. This annual budget amendment is a routine part of the budget process and is necessary to ensure compliance with governmental accounting standards and budgeting best practices.

Many capital improvement projects, vehicle acquisitions, and contractual commitments extend beyond a single fiscal year. Re-appropriating these funds preserves the City's ability to fulfill existing contractual obligations and continue approved projects without interruption. Because the amendment increases total appropriations within the affected funds, City Commission approval is required.

As detailed in Exhibit A, the following FY 2026-27 budget amendments are proposed:

- **General Fund (001):** Increase from $138,274,843 to $138,462,654 for software maintenance, computer equipment, and vehicle purchases.
- **Capital Improvement Fund (302):** Increase from $28,901,107 to $34,817,353 for prior-year capital project purchase orders.
- **Surtax Capital Improvement Fund (303):** Increase from $6,856,821 to $8,134,879 for prior-year capital project purchase orders.
- **Utility Operating Fund (401):** Increase from $72,799,978 to $74,193,596 for vehicle purchases and contractual services.

- **Utility General CIP Fund (403):** Increase from $65,699,792 to $94,562,679 for various utility capital projects carried forward from the prior fiscal year.
- **Utility Capital Expansion Fund (404):** Increase from $100,000 to $4,271,027 for a capital expansion project carried forward from the prior fiscal year.
- **Golf Fund (411):** Increase from $3,924,135 to $4,040,909 for golf equipment and vehicle purchases.
- **Golf CIP Fund (412):** Increase from $1,250,082 to $1,254,267 for building improvements.
- **Solid Waste Fund (431)**: Increase from $16,073,101 to $16,095,981 for building improvements.
- **Fleet Fund (501):** Increase from $7,440,836 to $9,676,499 for vehicle-related purchase orders.
- **Risk Management Fund (522):** Increase from $7,418,342 to $7,471,395 for vehicle-related purchase orders.
- **Boynton Beach Mausoleum Fund (632):** Increase from $84,000 to $103,257 for contractual services and agreements.

**How will this affect city programs or services?** Approval of this amendment will ensure the continuation of previously authorized projects, purchases, and contractual obligations while maintaining sound budgeting and financial management practices.

**Budgeted Item:** Yes

**Account Line Item and Description:** See attached Exhibit A.

**Fiscal Impact:** Various Funds

---

**Attachments:**
R26-210 Agenda_Item_5038-2026_Resolution_for_2025-2026_Purchase_Orders_Encumbrances.docx
EXHIBIT A - PY25-26 PO Encumbrances Budget Amendment for FY26-27.pdf

**RESOLUTION NO. R26-210**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING PRIOR YEARS' PURCHASE ORDERS BUDGET AMENDMENTS FOR BUDGET YEAR 2026-2027; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the Fiscal Year 2026-2027 Budget was adopted on September 16, 2026, through Resolution No. R26-164. Following the start of the fiscal year on October 1, 2026, staff identified purchase orders issued during Fiscal Year 2025-2026 that remain open and require reappropriation in Fiscal Year 2026-2027. This annual budget amendment is a routine part of the budget process and is necessary to ensure compliance with governmental accounting standards and budgeting best practices; and

**WHEREAS**, staff is requesting approval of budget amendments to the Fiscal Year 2026-2027 Budget. This budget amendment will modify appropriations across various Fiscal Year 2026-2027 funds to provide spending authority for outstanding Fiscal Year 2025-2026 purchase orders (encumbrances) for capital projects, fleet operations, equipment purchases, contractual services, and other approved expenditures; and

**WHEREAS**, many capital improvement projects, vehicle acquisitions, and contractual commitments extend beyond a single fiscal year. Re-appropriating these funds preserves the City's ability to fulfill existing contractual obligations and continue approved projects without interruption. Because the amendment increases total appropriations within the affected funds, City Commission approval is required; 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 prior years' Purchase Orders Budget Amendments for Budget Year 2026-2027.

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

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

**SECTION 2**. The City Commission of the City of Boynton Beach, Florida, does hereby

approve prior years' Purchase Orders Budget Amendments for Budget Year 2026-2027, as further detailed in **Exhibit A**, attached hereto.

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

[SIGNATURES ON THE FOLLOWING PAGE]

**RESOLUTION NO. R26-210**

**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**
**PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS**
**BUDGET YEAR 2026-27, Commission Meeting 11/17/26**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | 2026/27 CURRENT BUDGET | Amendment Revenue | Amendment Budget/PO Amounts | 2026/27 AMENDED BUDGET | Amendment related to PO Number | Project Number | | Vendor Number | Vendor Name |
|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | | | | |
| 001-0000-389.91-00 | FUND BALANCE APPROPRIATED | 1,856,333 | 187,811 | | 2,044,144 | | | | | |
| | **Adopted Fund Total Revenues** | **$ 138,274,843** | **$ 187,811** | | **$ 138,462,654** | | | | | |
| 001-1510-513.46-91 | SOFTWARE MAINTENANCE | 1,370,610 | | 66,500 | 1,437,110 | 260548 | GG2526 | WORKDAY ERP PROJECT | 20712 | KOA HILLS CONSULTING LL |
| 001-1510-513.64-15 | COMPUTER EQUIPMENT | - | | 7,664 | 7,664 | 261431 | | | 21119 | HOWARD TECHNOLOGY SOLUT |
| 001-2111-521.64-33 | VEHICLE PURCHASES | - | | 46,902 | 46,902 | 261159 | | | 11365 | ALAN JAY CHEVROLET |
| 001-2512-541.64-33 | VEHICLE PURCHASES | - | | 66,745 | 66,745 | 260606 | | | 15527 | DUVAL FORD |
| | **Adopted Fund Total Expenditures** | **138,274,843** | | **187,811** | **$ 138,462,654** | | | | | |
| **CAPITAL IMPROVEMENT FUND** | | | | | | | | | | |
| 302-0000-334.99-00 | GRANTS - VARIOUS | 1,583,600 | $ 1,814,892 | | $ 3,398,492 | | | | | |
| 302-0000-369.22-00 | CRA REIMBURSEMENT | 7,439,702 | $ 1,060,935 | | $ 8,500,637 | | | | | |
| 302-0000-389.91-00 | FUND BALANCE | (300,322) | 3,040,419 | | 2,740,097 | | | | | |
| | **Adopted Fund Total Revenues** | **$ 28,901,107** | **$ 5,916,246** | | **$ 34,817,353** | | | | | |
| 302-4101-580.64-02 | GENERAL EQUIPMENT | 110,258 | | 66,770 | 177,028 | 261473 | GG2606 | Town Square - Site Sec | 18421 | WAYPOINT CONTRACTING, I |
| 302-4107-573.62-01 | BUILDING IMPROVEMENTS | - | | 15,427 | 15,427 | 251711 | GG2509 | SCHOOLHOUSE MUS.ELV | 20071 | KONE, INC |
| 302-4115-572.63-05 | PARKS IMPROVEMENTS | 7,674,861 | | 82,508 | 7,757,369 | 251675 | RP2509 | Pence Park - Reconstructi | 17254 | WEST ARCHITECTURE + DES |
| 302-4126-522.62-01 | BUILDING IMPROVEMENTS | 630,000 | | 6,859 | 636,859 | 231269 | FA2205 | Fire Station # 2 (Hardeni | 17254 | WEST ARCHITECTURE + DES |
| 302-4145-580.62-01 | BUILDING IMPROVEMENTS | - | | 2,500 | 2,500 | 221830 | RP2203 | Hist Women's Club Improv | 6995 | 2GHO INC. LANSCAPE ARCH |
| 302-4145-580.63-08 | STREET IMPROVEMENTS | - | | 11,352 | 11,352 | 221830 | RP2139 | Federal Hwy Pedest. Xing | 6995 | 2GHO INC. LANSCAPE ARCH |
| 302-4146-521.62-01 | BUILDING IMPROVEMENTS | - | | 357,155 | 357,155 | 261211 | PD2611 | BBPD Public Safety Center | 20243 | CPZ ARCHITECTS, INC |
| 302-4199-522.62-01 | BUILDING IMPROVEMENTS | 5,663,266 | | 97,180 | 5,760,446 | 251674 | FA2503 | Marine Complex | 17254 | WEST ARCHITECTURE + DES |
| 302-4199-580.49-17 | OTHER CONTRACTUAL SRVS | - | | 368,021 | 368,021 | 261284 | GG2608 | Demo W BB Blvd | 9883 | THE BG GROUP, LLC |
| 302-4199-580.63-00 | IMPVTS OTHER THAN BLDGS. | 594,444 | | 18,587 | 613,031 | 261409 | GG2610 | Neighborhood Security | 18144 | BROADCAST SYSTEMS |
| 302-4199-580.63-06 | SIGNS | - | | 24,793 | 24,793 | 261323 | GG2505 | City-Entrance Feature Sig | 19562 | AMERICAN/INTERSTATE SIG |
| 302-4199-580.63-06 | SIGNS | 24,793 | | 15,000 | 39,793 | 261269 | GG2609 | CRA Neighborhood Signage | 21037 | CAMILUCCI SIGNS, LLC |
| 302-4199-580.63-10 | LANDSCAPING | - | | 37,534 | 37,534 | 261435 | GG2608 | Demo W BB Blvd | 14244 | MULLINGS ENGINEERING SE |
| 302-4199-580.64-02 | GENERAL EQUIPMENT | - | | 8,725 | 8,725 | 261409 | GG2610 | Neighborhood Security | 18144 | BROADCAST SYSTEMS |
| 302-4217-572.63-05 | PARKS IMPROVEMENTS | 272,000 | | 385,041 | 657,041 | 260687 | RP2507 | Pioneer Park - Boat Ramp | 20823 | MANGONIA CONSTRUCTION G |
| 302-4218-572.63-05 | PARKS IMPROVEMENTS | - | | 153,846 | 153,846 | 261060 | RP2602 | Sara Sims Cemetery Expans | 20974 | ALLIED ALUMINUM & RAIL |
| 302-4218-572.63-05 | PARKS IMPROVEMENTS | 153,846 | | 144,385 | 298,231 | 260975 | RP2602 | Sara Sims Cemetery Expans | 20708 | ROSE PAVING LLC |
| 302-4218-572.63-05 | PARKS IMPROVEMENTS | 298,231 | | 1,590 | 299,821 | 241274 | RP2417 | Sara Sims Cemetery Expans | 6995 | 2GHO INC. LANSCAPE ARCH |
| 302-4220-572.63-05 | PARKS IMPROVEMENTS | 48,925 | | 16,650 | 65,575 | 261380 | GG2305 | Little League Site Improv | 91 | ADVANCED ROOFING INC. |
| 302-4220-572.63-05 | PARKS IMPROVEMENTS | 65,575 | | 21,420 | 86,995 | 251242 | GG2305 | Little League Site Improv | 553 | CAULFIELD & WHEELER, IN |
| 302-4220-572.63-05 | PARKS IMPROVEMENTS | 86,995 | | 15,360 | 102,355 | 251768 | RP2521 | Portable BathroomTrailers | 20616 | CRD WRAPS |
| 302-4220-572.63-05 | PARKS IMPROVEMENTS | 102,355 | | 56,731 | 159,086 | 261304 | GG2305 | Little League Site Improv | 5546 | INTERSTATE SIGN CRAFTER |
| 302-4220-572.63-05 | PARKS IMPROVEMENTS | 159,086 | | 82,119 | 241,205 | 230791 | GG2305 | Little League Site Improv | 17254 | WEST ARCHITECTURE + DES |
| 302-4235-572.63-05 | PARKS IMPROVEMENTS | - | | 18,680 | 18,680 | 261383 | RP2511 | Jaycee Pk-Master (Design) | 11492 | REP SERVICES, INC. |
| 302-4905-541.63-08 | STREET IMPROVEMENTS | 950,000 | | 45,560 | 995,560 | 210833 | TR2104 | SE 36th Av -Gulfstream | 17251 | CALVIN, GIORDANO & ASSO |
| 302-4905-541.63-08 | STREET IMPROVEMENTS | 995,560 | | 422,695 | 1,418,255 | 260998 | TR2603 | SE 1st St-Construct. Impr | 531 | CDM SMITH, INC. |
| 302-4905-541.63-08 | STREET IMPROVEMENTS | 1,418,255 | | 30,225 | 1,448,480 | 251266 | TR2504 | Seacrest Blvd. Streetscap | 20244 | CRAVEN, THOMPSON & ASSO |
| 302-4905-541.63-08 | STREET IMPROVEMENTS | 1,448,480 | | 384,731 | 1,833,211 | 261075 | TR2613 | Federal Hwy Streetscape I | 20249 | KEITH |
| 302-4905-541.63-08 | STREET IMPROVEMENTS | 1,833,211 | | 2,955,166 | 4,788,377 | 260694 | TR2603 | SE 1st St-Construct. Impr | 17114 | R & D PAVING, LLC |
| 302-4905-580.63-07 | CRA IMPROVEMENTS | - | | 26,069 | 26,069 | 221094 | TR2110 | CRA Improvements | 17252 | ALEXIS KNIGHT ARCHITECT |
| 302-4905-580.63-08 | STREET IMPROVEMENTS | - | | 2,040 | 2,040 | 210833 | TR2104 | SE 36th Av -Gulfstream | 17251 | CALVIN, GIORDANO & ASSO |
| 302-4905-580.63-08 | STREET IMPROVEMENTS | 2,040 | | 5,942 | 7,982 | 210359 | TR2001 | South East 1st Street | 1682 | KIMLEY HORN & ASSOCIATE |
| 302-4906-541.63-22 | BRIDGE IMPROVEMENTS | 150,000 | | 19,140 | 169,140 | 261432 | TR2503 | Ocean Av-Bridge Improveme | 21116 | K&J ELECTRICAL SOLUTION |
| 302-4906-541.63-22 | BRIDGE IMPROVEMENTS | 169,140 | | 16,445 | 185,585 | 261238 | TR2503 | Ocean Av-Bridge Improveme | 21031 | POTTS ELECTRIC LLC |
| | **Adopted Fund Total Expenditures** | **28,901,107** | | **5,916,246** | **$ 34,817,353** | | | | | |
| **LOCAL GOV'T SURTAX CIP FUND** | | | | | | | | | | |
| 303-0000-389.91-00 | FUND BALANCE | 6,646,821 | 1,278,058 | | 7,924,879 | | | | | |
| | **Adopted Fund Total Revenues** | **$ 6,856,821** | **$ 1,278,058** | | **$ 8,134,879** | | | | | |
| 303-4101-580.46-91 | SOFTWARE MAINTENANCE | 2,751,931 | | 336,284 | 3,088,215 | 260003 | GG2526 | WORKDAY ERP PROJECT | 20593 | IRON ASSOCIATES, LLC |
| 303-4101-580.51-25 | COMPUTER EQUIPMENT <$5000 | - | | 14,610 | 14,610 | 261443 | IT2601 | Computer Repl. (Citywide) | 15079 | VTECHIO |
| 303-4101-580.62-01 | BUILDING IMPROVEMENTS | - | | 15,101 | 15,101 | 261114 | TS2601 | City H.-ITS Suite Remodel | 18144 | BROADCAST SYSTEMS |
| 303-4101-580.62-01 | BUILDING IMPROVEMENTS | 15,101 | | 84,000 | 99,101 | 261120 | TS2601 | City H.-ITS Suite Remodel | 20442 | RMJ CONTRACTORS INC |
| 303-4111-572.64-18 | AIR CONDITIONERS | - | | 56,200 | 56,200 | 261303 | GH2601 | Senior Center - HVAC | 21089 | FLORIDA CLEAN AIR PLUS |
| 303-4113-572.62-01 | BUILDING IMPROVEMENTS | - | | 6,770 | 6,770 | 261349 | RP2618 | Carolyn Sims -Esports Lab | 4598 | CDW GOVERNMENT INC. |
| 303-4116-580.49-17 | OTHER CONTRACTUAL SRVS | - | | 33,610 | 33,610 | 261457 | RP2612 | Intracoastal Watrfront P3 | 21127 | ECS FLORIDA, LLC |
| 303-4116-580.49-17 | OTHER CONTRACTUAL SRVS | 33,610 | | 18,750 | 52,360 | 261076 | RP2612 | Intracoastal Watrfront P3 | 20249 | KEITH |
| 303-4127-522.62-01 | BUILDING IMPROVEMENTS | - | | 54,125 | 54,125 | 260879 | FA2602 | FS 3 - Digital Signs | 20877 | PRIORITY ONE SIGN LLC |
| 303-4129-522.64-02 | GENERAL EQUIPMENT | - | | 36,900 | 36,900 | 251229 | FA2401 | FS 5-Generator&Fuel Tank | 20253 | JT EQUIPMENT SERVICE, C |
| 303-4146-521.62-01 | BUILDING IMPROVEMENTS | - | | 82,890 | 82,890 | 261211 | PD2611 | BBPD Public Safety Center | 20243 | CPZ ARCHITECTS, INC |
| 303-4209-572.63-05 | PARKS IMPROVEMENTS | - | | 70,485 | 70,485 | 261351 | RP2619 | Hester- Parking Expansion | 20708 | ROSE PAVING LLC |
| 303-4209-572.64-18 | AIR CONDITIONERS | - | | 195,470 | 195,470 | 261482 | RP2614 | Hester Ctr-HVAC Replaceme | 21126 | ALEF SYNERGY MECHANICAL |

**CITY OF BOYNTON BEACH**
**PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS**
**BUDGET YEAR 2026-27, Commission Meeting 11/17/26**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | 2026/27 CURRENT BUDGET | Amendment Revenue | Amendment Budget/PO Amounts | 2026/27 AMENDED BUDGET | Amendment related to PO Number | Project Number | | Vendor Number | Vendor Name |
|---|---|---|---|---|---|---|---|---|---|---|
| 303-4211-572.49-17 | OTHER CONTRACTUAL SRVS | - | | 12,250 | 12,250 | 261430 | RP2213 | OYER PARK - FISH PIER REP | 21127 | ECS FLORIDA, LLC |
| 303-4217-572.63-05 | PARKS IMPROVEMENTS | - | | 4,240 | 4,240 | 240584 | RP2410 | PioneerPark-Boat Ramp Rpl | 17252 | ALEXIS KNIGHT ARCHITECT |
| 303-4218-572.63-05 | PARKS IMPROVEMENTS | - | | 2,710 | 2,710 | 261060 | RP2602 | Sara Sims Cemetery Expans | 20974 | ALLIED ALUMINUM & RAIL |
| 303-4220-572.63-05 | PARKS IMPROVEMENTS | - | | 25,323 | 25,323 | 241000 | RP2413 | Little League Pk Renovati | 17251 | CALVIN, GIORDANO & ASSO |
| 303-4223-572.63-05 | PARKS IMPROVEMENTS | - | | 8,480 | 8,480 | 261385 | RP2621 | ICP - Sail Shades | 15822 | SHADEMAKERS, LLC |
| 303-4227-572.62-01 | BUILDING IMPROVEMENTS | - | | 39,428 | 39,428 | 251021 | RP2117 | Mangrove Pk-Boardwalk Dem | 20249 | KEITH |
| 303-4233-572.63-05 | PARKS IMPROVEMENTS | - | | 10,140 | 10,140 | 261379 | RP2622 | Barrier Park- Sail Shades | 15822 | SHADEMAKERS, LLC |
| 303-4905-541.49-17 | OTHER CONTRACTUAL SRVS | - | | 20,809 | 20,809 | 261350 | TR2616 | City Pavement Assessment | 20490 | IMS INFRASTRUCTURE MANA |
| 303-4905-541.63-08 | STREET IMPROVEMENTS | 1,680,317 | | 149,483 | 1,829,800 | 261418 | TR2617 | Gateway Pavement Markings | 14909 | ALL COUNTY PAVING |
| | **Adopted Fund Total Expenditures** | **6,856,821** | | **1,278,058** | **$ 8,134,879** | | | | | |
| **UTILITY OPERATING FUND** | | | | | | | | | | |
| 401-0000-389.92-00 | NET ASSETS APPROPR | (3,652,710) | 1,393,618 | | (2,259,092) | | | | | |
| | **Adopted Fund Total Revenues** | **$ 72,799,978** | **$ 1,393,618** | | **$ 74,193,596** | | | | | |
| 401-2815-536.64-33 | VEHICLE PURCHASES | - | | 659,959 | 659,959 | 260903 | | | 1819 | NEXTRAN TRUCK CENTER |
| 401-2821-536.31-90 | OTHER PROFESSIONAL SRVS | 100,000 | | 42,250 | 142,250 | 261306 | | | 15279 | STANTEC CONSULTING SERV |
| 401-2824-536.49-17 | OTHER CONTRACTUAL SRVS | 233,000 | | 31,450 | 264,450 | 260170 | | | 19040 | LORI LEHR INC |
| 401-2824-536.64-33 | VEHICLE PURCHASES | - | | 659,959 | 659,959 | 260904 | | | 1819 | NEXTRAN TRUCK CENTER |
| | **Adopted Fund Total Expenditures** | **72,799,978** | | **1,393,618** | **$ 74,193,596** | | | | | |
| **UTILITY FUND GENERAL CIP FUND** | | | | | | | | | | |
| 403-0000-331.31-06 | FDEM 4337-121-A LAKESIDE | - | $ 1,142,354 | | $ 1,142,354 | | | | | |
| 403-0000-331.31-08 | FDEM 4673-077-R Flood Ris | - | $ 1,426,424 | | $ 1,426,424 | | | | | |
| 403-0000-331.31-09 | SRF Loan DW501300 | - | $ 4,218,747 | | $ 4,218,747 | | | | | |
| 403-0000-389.92-00 | NET ASSETS APPROPR | 20,252,344 | 22,075,362 | | 42,327,706 | | | | | |
| | **Adopted Fund Total Revenues** | **$ 65,699,792** | **$ 28,862,887** | | **$ 94,562,679** | | | | | |
| 403-5000-533.31-90 | OTHER PROFESSIONAL SRVS | - | | 55,429 | 55,429 | 251133 | US2403 | WT/SW Distr.Hydraulic Mo | 15111 | CAROLLO ENGINEERS, INC. |
| 403-5000-533.46-91 | SOFTWARE MAINTENANCE | - | | 6,745 | 6,745 | 261271 | WT2509 | Data Migrat. & sprypoint | 20583 | BACKFLOW SOLUTIONS INC |
| 403-5000-533.46-91 | SOFTWARE MAINTENANCE | 6,745 | | 6,340 | 13,085 | 261250 | WT2509 | Data Migrat. & sprypoint | 21026 | MATRIX IMAGING SOLUTION |
| 403-5000-533.46-91 | SOFTWARE MAINTENANCE | 13,085 | | 10,560 | 23,645 | 261251 | WT2509 | Data Migrat. & sprypoint | 2624 | SENSUS METERING SYSTEMS |
| 403-5000-533.65-02 | R&R - WATER | 34,549,315 | | 3,518 | 34,552,833 | 211392 | UC2102 | Coquina Cove Wtr/Stm Impr | 9499 | AECOM TECHNICAL SERVICE |
| 403-5000-533.65-02 | R&R - WATER | 34,552,833 | | 40,639 | 34,593,472 | 221321 | WT1802 | Water System Annual R&R | 14558 | BOARD OF COUNTY COMMISS |
| 403-5000-533.65-02 | R&R - WATER | 34,593,472 | | 45,640 | 34,639,112 | 261337 | WT2608 | East Plant - RFID Install | 18144 | BROADCAST SYSTEMS |
| 403-5000-533.65-02 | R&R - WATER | 34,639,112 | | 33,417 | 34,672,529 | 210833 | WT2414 | SE 36th Av Improvements | 17251 | CALVIN, GIORDANO & ASSO |
| 403-5000-533.65-02 | R&R - WATER | 34,672,529 | | 3,626 | 34,676,155 | 231485 | WT2104 | West Wellfield Electrical | 15111 | CAROLLO ENGINEERS, INC. |
| 403-5000-533.65-02 | R&R - WATER | 34,676,155 | | 201,251 | 34,877,406 | 251180 | UC2503 | Sea Meadows-WT SW Improvm | 15111 | CAROLLO ENGINEERS, INC. |
| 403-5000-533.65-02 | R&R - WATER | 34,877,406 | | 83,132 | 34,960,538 | 260621 | WT2602 | East WTP Lime Softening | 15111 | CAROLLO ENGINEERS, INC. |
| 403-5000-533.65-02 | R&R - WATER | 34,960,538 | | 184,050 | 35,144,588 | 251057 | UC2501 | I-95&Boynton B Blvd. Inte | 531 | CDM SMITH, INC. |
| 403-5000-533.65-02 | R&R - WATER | 35,144,588 | | 9,938 | 35,154,526 | 191014 | WT1902 | GENERATOR REPLACEMENT-E | 13426 | CH2M HILL ENGINEERS |
| 403-5000-533.65-02 | R&R - WATER | 35,154,526 | | 143,938 | 35,298,464 | 251586 | UC2402 | San Castle Imp(DEO Grant) | 20242 | COLLIERS ENGINEERING & |
| 403-5000-533.65-02 | R&R - WATER | 35,298,464 | | 1,483,295 | 36,781,759 | 201490 | WT1902 | GENERATOR REPLACEMENT-E | 9097 | GLOBALTECH INC. |
| 403-5000-533.65-02 | R&R - WATER | 36,781,759 | | 89,795 | 36,871,554 | 240638 | WTR105 | Telemetry Sys Upgrade R&R | 19282 | GRID ONE ELECTRICAL |
| 403-5000-533.65-02 | R&R - WATER | 36,871,554 | | 14,087 | 36,885,641 | 241172 | WT2322 | MIEX Resin at EWTP | 15789 | IXOM WATERCARE, INC |
| 403-5000-533.65-02 | R&R - WATER | 36,885,641 | | 5,010 | 36,890,651 | 260633 | WT2601 | STORAGE TANK ALTIT. VALV | 17883 | JACOBS ENGINEERING GROU |
| 403-5000-533.65-02 | R&R - WATER | 36,890,651 | | 926,775 | 37,817,426 | 260602 | UC2501 | I-95&Boynton B Blvd. Inte | 4397 | JOHNSON-DAVIS INC. |
| 403-5000-533.65-02 | R&R - WATER | 37,817,426 | | 297,258 | 38,114,684 | 261009 | UC2401 | Heart of Boynton (MLK) | 20249 | KEITH |
| 403-5000-533.65-02 | R&R - WATER | 38,114,684 | | 53,528 | 38,168,212 | 251711 | WT2505 | UT Op Bldg-Elevator Rplac | 20071 | KONE, INC |
| 403-5000-533.65-02 | R&R - WATER | 38,168,212 | | 91,630 | 38,259,842 | 251711 | WT2506 | WWTP-Elevator Replacement | 20071 | KONE, INC |
| 403-5000-533.65-02 | R&R - WATER | 38,259,842 | | 616,880 | 38,876,722 | 261462 | WT2605 | Laurel Hills - Water Main | 16138 | MURPHY PIPELINE CONTRAC |
| 403-5000-533.65-02 | R&R - WATER | 38,876,722 | | 65,553 | 38,942,275 | 251798 | UC2102 | Coquina Cove Wtr/Stm Impr | 18405 | SOUTHERN UNDERGROUND IN |
| 403-5000-533.65-02 | R&R - WATER | 38,942,275 | | 18,550 | 38,960,825 | 221539 | WT2103 | East WTP R&R | 17815 | STAR CONTROLS INC. |
| 403-5000-533.65-02 | R&R - WATER | 38,960,825 | | 80,265 | 39,041,090 | 260507 | WT2507 | West Plant AC Replacement | 2957 | TRANE U.S. INC. |
| 403-5000-533.65-02 | R&R - WATER | 39,041,090 | | 277,735 | 39,318,825 | 261215 | WT2607 | DES - Chiller Install | 2957 | TRANE U.S. INC. |
| 403-5000-533.65-02 | R&R - WATER | 39,318,825 | | 326,038 | 39,644,863 | 261272 | WT2607 | DES - Chiller Install | 2957 | TRANE U.S. INC. |
| 403-5000-533.65-02 | R&R - WATER | 39,644,863 | | 668,750 | 40,313,613 | 261384 | UC2402 | San Castle Imp(DEO Grant) | 21105 | WADE TRIM INC |
| 403-5000-533.65-02 | R&R - WATER | 40,313,613 | | 67,277 | 40,380,890 | 231371 | WT2303 | Admin Building Remodel | 17254 | WEST ARCHITECTURE + DES |
| 403-5000-535.31-90 | OTHER PROFESSIONAL SRVS | - | | 227,187 | 227,187 | 250721 | US2401 | Inflow & Infiltr. Study | 15111 | CAROLLO ENGINEERS, INC. |
| 403-5000-535.31-90 | OTHER PROFESSIONAL SRVS | 227,187 | | 55,429 | 282,616 | 251133 | US2403 | WT/SW Distr.Hydraulic Mo | 15111 | CAROLLO ENGINEERS, INC. |
| 403-5000-535.65-04 | R&R - SEWER | 12,816,855 | | 4,658 | 12,821,513 | 211392 | UC2102 | Coquina Cove Wtr/Stm Impr | 9499 | AECOM TECHNICAL SERVICE |
| 403-5000-535.65-04 | R&R - SEWER | 12,821,513 | | 1,008,547 | 13,830,060 | 260996 | SW2201 | Lift Station 410 - Connec | 20952 | CACIQUE UTILITIES |
| 403-5000-535.65-04 | R&R - SEWER | 13,830,060 | | 2,501 | 13,832,561 | 210605 | SW1602 | REPLACE SEWER TRMT PLAN | 15111 | CAROLLO ENGINEERS, INC. |
| 403-5000-535.65-04 | R&R - SEWER | 13,832,561 | | 201,251 | 14,033,812 | 251180 | UC2503 | Sea Meadows-WT SW Improvm | 15111 | CAROLLO ENGINEERS, INC. |
| 403-5000-535.65-04 | R&R - SEWER | 14,033,812 | | 68,724 | 14,102,536 | 231778 | SW2201 | Lift Station 410 - Connec | 531 | CDM SMITH, INC. |
| 403-5000-535.65-04 | R&R - SEWER | 14,102,536 | | 184,050 | 14,286,586 | 251057 | UC2501 | I-95&Boynton B Blvd. Inte | 531 | CDM SMITH, INC. |
| 403-5000-535.65-04 | R&R - SEWER | 14,286,586 | | 82,716 | 14,369,302 | 250849 | SW1602 | REPLACE SEWER TRMT PLAN | 20192 | CLOSE CONSTRUCTION SERV |
| 403-5000-535.65-04 | R&R - SEWER | 14,369,302 | | 145,828 | 14,515,130 | 251586 | UC2402 | San Castle Imp(DEO Grant) | 20242 | COLLIERS ENGINEERING & |
| 403-5000-535.65-04 | R&R - SEWER | 14,515,130 | | 926,775 | 15,441,905 | 260602 | UC2501 | I-95&Boynton B Blvd. Inte | 4397 | JOHNSON-DAVIS INC. |
| 403-5000-535.65-04 | R&R - SEWER | 15,441,905 | | 159,825 | 15,601,730 | 261009 | UC2301 | Heart of Boynton(MLK)-SWR | 20249 | KEITH |

**CITY OF BOYNTON BEACH**
**PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS**
**BUDGET YEAR 2026-27, Commission Meeting 11/17/26**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | 2026/27 CURRENT BUDGET | Amendment Revenue | Amendment Budget/PO Amounts | 2026/27 AMENDED BUDGET | Amendment related to PO Number | Project Number | | Vendor Number | Vendor Name |
|---|---|---|---|---|---|---|---|---|---|---|
| 403-5000-535.65-04 | R&R - SEWER | 15,601,730 | | 8,082,234 | 23,683,964 | 221466 | SW2202 | Lift Station 317 Major Up | 18689 | PCL CONSTRUCTION, INC |
| 403-5000-535.65-04 | R&R - SEWER | 23,683,964 | | 636,304 | 24,320,268 | 251798 | UC2102 | Coquina Cove Wtr/Stm Impr | 18405 | SOUTHERN UNDERGROUND IN |
| 403-5000-535.65-04 | R&R - SEWER | 24,320,268 | | 150,000 | 24,470,268 | 261417 | SWR111 | Purchase of Generators | 2918 | THOMPSON PUMP & MFG COM |
| 403-5000-535.65-04 | R&R - SEWER | 24,470,268 | | 560,415 | 25,030,683 | 261384 | UC2402 | San Castle Imp(DEO Grant) | 21105 | WADE TRIM INC |
| 403-5000-536.31-90 | OTHER PROFESSIONAL SRVS | 220,000 | | 72,628 | 292,628 | 250836 | UC2502 | Infrastr. Risk Assessment | 531 | CDM SMITH, INC. |
| 403-5000-536.31-90 | OTHER PROFESSIONAL SRVS | 292,628 | | 151,833 | 444,461 | 261416 | US2601 | Vulnerability Assessment | 18768 | COLLECTIVE WATER RESOUR |
| 403-5000-536.31-90 | OTHER PROFESSIONAL SRVS | 444,461 | | 143,621 | 588,082 | 260003 | US2308 | Asset Management Services | 20593 | IRON ASSOCIATES, LLC |
| 403-5000-536.31-90 | OTHER PROFESSIONAL SRVS | 588,082 | | 114,065 | 702,147 | 230367 | US2305 | Grant Support Services | 1682 | KIMLEY HORN & ASSOCIATE |
| 403-5000-536.31-90 | OTHER PROFESSIONAL SRVS | 702,147 | | 74,700 | 776,847 | 261454 | US2308 | Asset Management Services | 21067 | MILLENNIUM CONSULTING L |
| 403-5000-536.31-90 | OTHER PROFESSIONAL SRVS | 776,847 | | 124,103 | 900,950 | 251649 | US2101 | GIS Development-UT Atlas | 19518 | SURVEYING AND MAPPING L |
| 403-5000-536.46-91 | SOFTWARE MAINTENANCE | - | | 424,664 | 424,664 | 260003 | US2526 | Sprypoint Management Syst | 20593 | IRON ASSOCIATES, LLC |
| 403-5000-536.46-91 | SOFTWARE MAINTENANCE | 424,664 | | 76,250 | 500,914 | 260548 | US2526 | Sprypoint Management Syst | 20712 | KOA HILLS CONSULTING LL |
| 403-5000-538.31-90 | OTHER PROFESSIONAL SRVS | - | | 12,695 | 12,695 | 251320 | US2302 | STORMWATER MASTERPLAN | 20245 | EXP U.S. SERVICES INC |
| 403-5000-538.65-09 | R&R - STORMWATER | 18,021,965 | | 25,660 | 18,047,625 | 211392 | UC2102 | Coquina Cove Wtr/Stm Impr | 9499 | AECOM TECHNICAL SERVICE |
| 403-5000-538.65-09 | R&R - STORMWATER | 18,047,625 | | 285,073 | 18,332,698 | 261412 | ST2501 | CIPP Campanelli Blvd/Ga | 20848 | COBRA ENVIRONMENTAL INC |
| 403-5000-538.65-09 | R&R - STORMWATER | 18,332,698 | | 108,270 | 18,440,968 | 251586 | UC2402 | San Castle Imp(DEO Grant) | 20242 | COLLIERS ENGINEERING & |
| 403-5000-538.65-09 | R&R - STORMWATER | 18,440,968 | | 1,129,166 | 19,570,134 | 261009 | UC2401 | Heart of Boynton (MLK) | 20249 | KEITH |
| 403-5000-538.65-09 | R&R - STORMWATER | 19,570,134 | | 1,900,000 | 21,470,134 | 260694 | UC2103 | Central Seacrest-Phase 3 | 17114 | R & D PAVING, LLC |
| 403-5000-538.65-09 | R&R - STORMWATER | 21,470,134 | | 1,116,694 | 22,586,828 | 251798 | UC2102 | Coquina Cove Wtr/Stm Impr | 18405 | SOUTHERN UNDERGROUND IN |
| 403-5000-538.65-09 | R&R - STORMWATER | 22,586,828 | | 477,625 | 23,064,453 | 261384 | UC2402 | San Castle Imp(DEO Grant) | 21105 | WADE TRIM INC |
| 403-5025-533.65-02 | R&R - WATER | - | | 4,218,747 | 4,218,747 | 251202 | WT2501 | East/West WTP-Upgrades | 17883 | JACOBS ENGINEERING GROU |
| | **Adopted Fund Total Expenditures** | **65,699,792** | | **28,862,887** | **$ 94,562,679** | | | | | |
| **UTILITY CAPITAL EXPANSION FUND** | | | | | | | | | | |
| 404-0000-389.92-00 | NET ASSETS APPROPR | (2,005,000) | 4,171,027 | | 2,166,027 | | | | | |
| | **Adopted Fund Total Revenues** | **$ 100,000** | **$ 4,171,027** | | **$ 4,271,027** | | | | | |
| 404-5000-533.65-02 | R&R - WATER | - | | 4,171,027 | 4,171,027 | 261319 | WT2414 | SE 36th Av Improvements | 21072 | DBF CONSTRUCTION LLC |
| | **Adopted Fund Total Expenditures** | **100,000** | | **4,171,027** | **$ 4,271,027** | | | | | |
| **GOLF FUND** | | | | | | | | | | |
| 411-0000-389.92-00 | NET ASSETS APPROPR | (6,780) | 116,774 | | 109,994 | | | | | |
| | **Adopted Fund Total Revenues** | **$ 3,924,135** | **$ 116,774** | | **$ 4,040,909** | | | | | |
| 411-2910-572.52-20 | OPR EQUIPMENT <$5000 | 6,000 | | 16,000 | 22,000 | 261472 | | | 11015 | E-Z GO TEXTRON |
| 411-2910-572.64-33 | VEHICLE PURCHASES | - | | 10,994 | 10,994 | 261468 | | | 11015 | E-Z GO TEXTRON |
| 411-2910-572.99-02 | NON-BUDGETED EXPENSE | 116,598 | | 15,450 | 132,048 | 261477 | | | 20759 | SHAMTEC INC |
| 411-2911-572.64-21 | MAINTENANCE EQUIPMENT | 75,000 | | 74,330 | 149,330 | 261474 | | | 1408 | HECTOR TURF |
| | **Adopted Fund Total Expenditures** | **3,924,135** | | **116,774** | **$ 4,040,909** | | | | | |
| **GOLF CIP FUND** | | | | | | | | | | |
| 412-0000-389.92-00 | NET ASSETS APPROPR | 5,694 | 4,185 | | 9,879 | | | | | |
| | **Adopted Fund Total Revenues** | **$ 1,250,082** | **$ 4,185** | | **$ 1,254,267** | | | | | |
| 412-4501-572.62-01 | BUILDING IMPROVEMENTS | 1,000,000 | | 4,185 | 1,004,185 | 261236 | GF2602 | Golf Cart Barn Canopy | 15822 | SHADEMAKERS, LLC |
| | **Adopted Fund Total Expenditures** | **1,250,082** | | **4,185** | **$ 1,254,267** | | | | | |
| **SOLID WASTE FUND** | | | | | | | | | | |
| 431-0000-389.92-00 | NET ASSETS APPROPR | (4,253,909) | 22,880 | | (4,231,029) | | | | | |
| | **Adopted Fund Total Revenues** | **$ 16,073,101** | **$ 22,880** | | **$ 16,095,981** | | | | | |
| 431-2515-534.62-01 | BUILDING IMPROVEMENTS | - | | 22,880 | 22,880 | 261449 | | | 21128 | PERFECT STORM SHUTTERS |
| | **Adopted Fund Total Expenditures** | **16,073,101** | | **22,880** | **$ 16,095,981** | | | | | |

**CITY OF BOYNTON BEACH**
**PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS**
**BUDGET YEAR 2026-27, Commission Meeting 11/17/26**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | 2026/27 CURRENT BUDGET | Amendment Revenue | Amendment Budget/PO Amounts | 2026/27 AMENDED BUDGET | Amendment related to PO Number | Project Number | Vendor Number | Vendor Name |
|---|---|---|---|---|---|---|---|---|---|
| **FLEET FUND** | | | | | | | | | |
| 501-0000-389.92-00 | NET ASSETS APPROPR | (1,804,343) | 2,235,663 | | 431,320 | | | | |
| | **Adopted Fund Total Revenues** | **$ 7,440,836** | **$ 2,235,663** | | **$ 9,676,499** | | | | |
| 501-2516-519.64-33 | VEHICLE PURCHASES | - | | 62,742 | 62,742 | 251403 | | 11365 | ALAN JAY CHEVROLET |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 62,742 | | 36,508 | 99,250 | 260634 | | 11365 | ALAN JAY CHEVROLET |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 99,250 | | 39,868 | 139,118 | 260727 | | 11365 | ALAN JAY CHEVROLET |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 139,118 | | 100,674 | 239,792 | 250681 | | 15527 | DUVAL FORD |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 239,792 | | 143,151 | 382,943 | 260397 | | 15527 | DUVAL FORD |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 382,943 | | 51,158 | 434,101 | 260743 | | 15527 | DUVAL FORD |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 434,101 | | 7,348 | 441,449 | 261421 | | 6781 | EVERGLADES FARM EQUIP. |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 441,449 | | 794,324 | 1,235,773 | 250726 | | 19948 | FRAZER, LTD |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 1,235,773 | | 58,939 | 1,294,712 | 260646 | | 13291 | STINGRAY CHEVROLET |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 1,294,712 | | 927,281 | 2,221,993 | 230927 | | 2857 | SUTPHEN CORPORATION |
| 501-2516-519.64-33 | VEHICLE PURCHASES | 2,221,993 | | 13,670 | 2,235,663 | 261398 | | 15950 | TEXAS TRAILERS SALES & |
| | **Adopted Fund Total Expenditures** | **7,440,836** | | **2,235,663** | **$ 9,676,499** | | | | |
| **SELF-INSURANCE (RISK MGMT) FUND** | | | | | | | | | |
| 522-0000-389.92-00 | NET ASSETS APPROPR | (345,761) | 53,053 | | (292,708) | | | | |
| | **Adopted Fund Total Revenues** | **$ 7,418,342** | **$ 53,053** | | **$ 7,471,395** | | | | |
| 522-1710-519.64-33 | VEHICLE PURCHASES | - | | 53,053 | 53,053 | 261090 | | 15527 | DUVAL FORD |
| | **Adopted Fund Total Expenditures** | **7,418,342** | | **53,053** | **$ 7,471,395** | | | | |
| **BB MEMORIAL PARK (632)** | | | | | | | | | |
| 632-0000-389.91-00 | FUND BALANCE APPROPRIATED | (24,780) | 19,257 | | (5,523) | | | | |
| | **Adopted Fund Total Revenues** | **$ 84,000** | **$ 19,257** | | **$ 103,257** | | | | |
| 632-3110-539.49-17 | OTHER CONTRACTUAL SRVS | 65,000 | | 7,350 | 72,350 | 241273 | | 16625 | AVIROM & ASSOCIATES, IN |
| 632-3110-539.49-17 | OTHER CONTRACTUAL SRVS | 72,350 | | 11,907 | 84,257 | 241274 | | 6995 | 2GHO INC. LANSCAPE ARCH |
| | **Adopted Fund Total Expenditures** | **84,000** | | **19,257** | **$ 103,257** | | | | |

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-211- Approve budget amendment for FY2025-26, adjusting the budget appropriations and revenue sources and providing spending authority for various Funds and Operating Departments.**

**Requested Action:** Staff recommends approval of Proposed Resolution No. R26-211.

---

**Explanation of Request:** Staff is requesting approval of a budget amendment to the FY 2025-26 Budget, adjusting appropriations and revenue sources within the General Fund and the Materials & Distribution Internal Service Fund to recognize year-end revenues and provide spending authority for the related expenditures.

The FY 2025-26 Budget was adopted on September 18, 2025, through Resolution No. R25-245. This year-end amendment is a routine part of the annual budget process. Under Section 166.241(9), Florida Statutes, a municipality may amend a prior fiscal year's budget only within 60 days following the close of that fiscal year.

In reviewing year-end results, staff identified additional revenues received during FY 2025-26 and unspent appropriations available for reallocation. Transfers between departments and divisions within the General Fund were approved during the year under the City Manager's authority and did not change the fund's total appropriation, as summarized by department in Exhibit B. This amendment recognizes the additional revenue and appropriates it to the accounts identified in Exhibit A. Because it increases the total appropriation of the affected funds, City Commission approval is required.

As detailed in Exhibit A, the following FY 2025-26 budget amendments are proposed:

- General Fund (001): Increase from $140,279,465 to $142,892,765 to recognize additional revenue from the ICE 287(g) Program, Police Special Detail, Fire & Life Safety Fees, Fire Service Contracts, and Settlements, and to provide appropriations for Police and Fire personnel and operating costs.
- Materials & Distribution Internal Service Fund (502): Increase from $654,590 to $660,719 to recognize additional miscellaneous income and provide appropriations for personnel costs.

**How will this affect city programs or services?**

Approval will provide the appropriation authority necessary to record FY 2025-26 year-end

revenues and expenditures in the affected accounts and to close the fiscal year within the period allowed by Section 166.241, Florida Statutes.

**Budgeted Item:** Yes

**Account Line Item and Description:**

Various accounts have been adjusted, see Exhibit A.

A General Fund summary by department is provided in Exhibit B.

**Fiscal Impact:**

Net increase of $2,619,429 in total appropriations — General Fund $2,613,300 and Materials & Distribution Internal Service Fund $6,129.

---

**Attachments:**
R26-211 Agenda_Item_5039-2026_Resolution_for_2025-2026_Year_End_Budget_Amendment.docx
EXHIBIT A - FY25-26 Year-End Budget Amendment.pdf
EXHIBIT B - FY25-26 General Fund Summary by Dept.pdf

**RESOLUTION NO. R26-211**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN EXPENDITURE AND REVENUE BUDGET AMENDMENT FOR FISCAL YEAR 2025-2026, ADJUSTING APPROPRIATIONS AND REVENUE SOURCES WITHIN THE GENERAL FUND AND THE MATERIALS & DISTRIBUTION INTERNAL SERVICE FUND TO RECOGNIZE YEAR-END REVENUES AND PROVIDE SPENDING AUTHORITY FOR THE RELATED EXPENDITURES; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the Fiscal Year 2025-2026 Budget was adopted by the City Commission by Resolution No. R25-245 on September 18, 2025; and

**WHEREAS**, this year-end amendment is a routine part of the annual budget process. Under Section 166.241(9), Florida Statutes, a municipality may amend a prior fiscal year's budget only within 60 days following the close of that fiscal year; and

**WHEREAS**, in reviewing year-end results, staff identified additional revenues received during Fiscal Year 2025-2026 and unspent appropriations available for reallocation. Transfers between departments and divisions within the General Fund were approved during the year under the City Manager's authority and did not change the fund's total appropriation. This amendment recognizes the additional revenue and appropriates it to the accounts identified in Exhibit A. Because it increases the total appropriation of the affected funds, City Commission approval is required; and Year-End

**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 an Expenditure and Revenue Budget Amendment for Fiscal Year 2025-2026, adjusting appropriations and revenue sources within the General Fund and the Materials & Distribution Internal Service Fund to recognize year-end revenues and provide spending authority for the related expenditures.

**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 an Expenditure and Revenue Budget Amendment for Fiscal Year 2025-2026, adjusting appropriations and revenue sources within the General Fund and the Materials & Distribution Internal Service Fund to recognize year-end revenues and provide spending authority for the related expenditures, as further detailed in **Exhibit A**, attached hereto.

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

[SIGNATURES ON THE FOLLOWING PAGE]

**RESOLUTION NO. R26-211**

**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** **Exhibit A**

**EXPENDITURE & REVENUE AMENDMENTS**

**FISCAL YEAR 2025 - 2026**

| | | 2025/26 CURRENT | CITY MANAGER/COMMISSION Budget Adjustment | | 2025/26 AMENDED |
|---|---|---|---|---|---|
| | | BUDGET | Revenue | Expenditures/ Expenses | BUDGET |
| **General Fund** | | | | | |
| 001-0000-332.14-00 | ICE 287G PROGRAM | 640,018 | 581,292 | | 1,221,310 |
| 001-0000-342.13-00 | POLICE SPECIAL DETAIL | 1,300,000 | 451,631 | | 1,751,631 |
| 001-0000-342.22-00 | FIRE & LIFE SAFETY FEES | 1,700,000 | 245,978 | | 1,945,978 |
| 001-0000-342.24-00 | FIRE SERVICE CONTRACTS | 2,730,000 | 196,934 | | 2,926,934 |
| 001-0000-369.30-00 | SETTLEMENTS | 1,303,755 | 1,137,465 | | 2,441,220 |
| | **Fund Total Revenues** | **140,279,465** | **2,613,300** | | **142,892,765** |
| 001-2110-521.12-10 | REGULAR SALARIES/WAGES | 12,107,817 | | 411,700 | 12,519,517 |
| 001-2110-521.14-20 | REIMBURSABLE WAGES | 800,000 | | 56,300 | 856,300 |
| 001-2110-521.21-10 | EMPLOYER FICA | 921,801 | | 256,500 | 1,178,301 |
| 001-2112-521.12-10 | REGULAR SALARIES/WAGES | 8,048,433 | | 1,164,700 | 9,213,133 |
| 001-2112-521.71-06 | SUBSCRIPTIONS | 0 | | 72,200 | 72,200 |
| 001-2210-522.14-10 | OVERTIME | 500,000 | | 651,900 | 1,151,900 |
| | **Fund Total Expenditures** | **140,279,465** | | **2,613,300** | **142,892,765** |
| **Materials & Distribution - Internal Service Fund** | | | | | |
| 502-0000-369.10-00 | MISCELLANEOUS INCOME | 0 | 6,129 | | 6,129 |
| | **Fund Total Revenues** | **654,590** | **6,129** | | **660,719** |
| 502-1412-513.12-10 | REGULAR SALARIES/WAGES | 391,460 | | 898 | 392,358 |
| 502-1412-513.23-30 | HEALTH INSURANCE | 66,321 | | 5,231 | 71,552 |
| | **Fund Total Expenses** | **654,590** | | **6,129** | **660,719** |

**CITY OF BOYNTON BEACH**
**BUDGET AMENDMENT**
**BUDGET YEAR 2025 - 2026**

***Exhibit B***

| | 2025/26 ORIGINAL BUDGET | **2025/26 CURRENT BUDGET** | 2025/26 Y-T-D ACTUAL | **2025/26 Y-T-D w ENCUMB. ACTUAL / REVENUE** | **9/30/2026 DEPARTMENT BUDGET TRANSFERS** | **9/30/2026 COMMISSION AMENDMENT** | **9/30/2026 CITY MGR YE AMENDED BUDGET** |
|---|---|---|---|---|---|---|---|
| **GENERAL FUND REVENUES** | **136,605,950** | **140,279,465** | **137,850,425** | **137,850,425** | | **2,613,300** | **142,892,765** |
| **CITY COMMISSION** | 735,283 | 771,283 | 790,881 | 790,881 | 19,600 | 0 | 790,883 |
| **CITY MANAGER** | 985,054 | 989,004 | 1,253,836 | 1,253,836 | 264,900 | 0 | 1,253,904 |
| **CITY HALL/GEN ADMIN** | 3,502,749 | 5,553,014 | 5,726,323 | 5,726,323 | 173,400 | 0 | 5,726,414 |
| **MARKETING/COMMUNICATIONS** | 168,725 | 0 | 3 | 3 | 50 | 0 | 50 |
| **SPECIAL EVENTS** | 2,064,166 | 1,790,515 | 1,736,013 | 1,736,013 | 0 | 0 | 1,790,515 |
| **TOWN SQUARE** | 4,482,185 | 4,482,185 | 4,044,330 | 4,044,330 | (435,300) | 0 | 4,046,885 |
| **PUBLIC AFFAIRS** | 429,441 | 871,817 | 658,869 | 658,869 | (212,900) | 0 | 658,917 |
| **DEPT INTERNAL INVESTIGATION** | 667,408 | 742,713 | 694,715 | 694,715 | 0 | 0 | 742,713 |
| **REAL ESTATE & SPECIAL PROJECTS** | 298,249 | 167,245 | 146,096 | 146,096 | 0 | 0 | 167,245 |
| **CITY CLERK** | 891,396 | 891,396 | 875,729 | 875,729 | 0 | 0 | 891,396 |
| **FINANCIAL SERVICES** | 2,297,759 | 1,859,837 | 2,228,986 | 2,228,986 | 369,200 | 0 | 2,229,037 |
| **ITS** | 4,241,958 | 4,204,204 | 3,659,015 | 3,659,015 | (545,100) | 0 | 3,659,104 |
| **HUMAN RESOURCES** | 1,820,216 | 1,854,403 | 1,571,929 | 1,571,929 | (282,400) | 0 | 1,572,003 |
| **CITY ATTORNEY** | 1,835,374 | 1,835,374 | 1,968,290 | 1,968,290 | 181,500 | 0 | 2,016,874 |
| **UNIFORM SERVICES** | 24,359,421 | 25,011,824 | 25,736,256 | 25,736,256 | 0 | 724,500 | 25,736,324 |
| **OFFICE OF THE CHIEF** | 7,205,608 | 7,256,608 | 7,043,403 | 7,043,403 | (213,200) | 0 | 7,043,408 |
| **SUPPORT SERVICES** | 16,068,362 | 16,608,380 | 17,845,256 | 17,845,256 | 0 | 1,236,900 | 17,845,280 |
| **FIRE** | 38,553,699 | 38,605,929 | 41,455,168 | 41,455,168 | 2,197,350 | 651,900 | 41,455,179 |
| **CODE ENFORCEMENT** | 1,547,348 | 1,547,348 | 1,440,705 | 1,440,705 | (106,600) | 0 | 1,440,748 |
| **EMERGENCY MANAGEMENT** | 31,069 | 31,069 | 4,067 | 4,067 | 0 | 0 | 31,069 |
| **DEVELOPMENT** | 349,575 | 349,575 | 333,801 | 333,801 | 0 | 0 | 349,575 |
| **ENGINEERING** | 430,604 | 468,943 | 422,798 | 422,798 | 0 | 0 | 468,943 |
| **PLANNING & ZONING** | 1,211,689 | 1,299,689 | 1,152,673 | 1,152,673 | (147,000) | 0 | 1,152,689 |
| **ECONOMIC DEVELOPMENT** | 645,239 | 645,239 | 644,774 | 644,774 | 0 | 0 | 645,239 |
| **PUBLIC WORKS** | 300,385 | 335,483 | 348,099 | 348,099 | 12,700 | 0 | 348,183 |
| **FACILITIES MANAGEMENT** | 3,543,724 | 3,578,285 | 3,275,212 | 3,275,212 | (303,000) | 0 | 3,275,285 |
| **BEAUTIFICATION & STREETS** | 2,907,782 | 3,422,017 | 3,163,227 | 3,163,227 | (258,700) | 0 | 3,163,317 |
| **PARKING SERVICES** | 1,186,825 | 1,186,825 | 1,047,637 | 1,047,637 | (139,100) | 0 | 1,047,725 |
| **CONSTRUCTION SERVICES** | 1,038,507 | 1,003,409 | 916,236 | 916,236 | 0 | 0 | 1,003,409 |
| **LIBRARY** | 2,890,064 | 2,931,107 | 2,859,321 | 2,859,321 | 0 | 0 | 2,931,107 |
| **SCHOOLHOUSE MUSEUM** | 287,430 | 287,430 | 219,058 | 219,058 | 0 | 0 | 287,430 |
| **RECREATION & CULTURAL SERVICES** | 527,511 | 527,511 | 520,096 | 520,096 | 0 | 0 | 527,511 |
| **RECREATION** | 3,130,643 | 3,130,643 | 2,969,185 | 2,969,185 | (161,400) | 0 | 2,969,243 |
| **WOMEN'S CLUB** | 107,000 | 107,000 | 8,895 | 8,895 | (98,100) | 0 | 8,900 |
| **ARTS & CULTURAL CENTER** | 1,039,222 | 1,039,222 | 854,328 | 854,328 | (184,800) | 0 | 854,422 |
| **PARKS & GROUNDS** | 4,824,280 | 4,892,939 | 4,751,431 | 4,790,735 | (141,500) | 0 | 4,751,439 |
| **RESERVES** | 0 | 0 | 10,347 | 10,347 | 10,400 | 0 | 10,400 |
| **CRA REIMBURSABLE** | 0 | 0 | (60,869) | (60,869) | 0 | 0 | 0 |
| **TOTAL GENERAL FUND EXPENDITURES** | **136,605,950** | **140,279,465** | **142,316,119** | **142,355,423** | **0** | **2,613,300** | **142,892,765** |
| | | | | | | *Net increase* | *2,613,300* |

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-212- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public records of Palm Beach County.**

**Requested Action:** Staff recommends approval of Proposed Resolution No. R26-212.

---

**Explanation of Request:**
In accordance with the Municipal Lien Procedure on file in the City of Boynton Beach, the attached list contains the addresses of properties cited by Code Enforcement for nuisances abated by a City-contracted vendor. The Financial Services Department sent an invoice to each property owner, to which no response was received within the required 30-day period. At the end of the 30-day notice from Financial Services, the Resolution is sent for recording with an administrative fee of $30. After the Resolution is recorded, the property owners will receive a copy of the Resolution and another letter stating the unpaid balance will accrue interest at a rate of 8% per annum.

**How will this affect city programs or services?**

Allows the City to collect on services performed on properties within the City limits.

**Account Line Item and Description:** 001-0000-343.91-00 Revenue Account

**Fiscal Impact:**

This process allows us to place liens on the properties in order to reimburse the City for the services that were provided when the nuisances were abated.

---

**Attachments:**
R26-212 Agenda_Item_5096-2026_Resolution_for_nuisance_abatement_liens.docx
Nuisance_Abatement_Cases_Exhibit_A (1) November 17th , 2026.xlsx
2025_PUBLIC_NUISANCE_REPORT.xlsx

**RESOLUTION NO. R26-212**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ASSESSMENT AND RECORDING OF NUISANCE ABATEMENT LIENS AGAINST PROPERTIES IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITHIN 60 DAYS AFTER ADOPTION OF THIS RESOLUTION; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, in accordance with the Municipal Lien Procedure on file in the City of Boynton Beach, the attached list contains the addresses of properties cited by Community Standards for nuisances abated by a City-contracted vendor; and

**WHEREAS**, the owners of the parcel(s) of property hereinafter described were invoiced by the Finance Department in an effort to recoup these costs with no response within the required 30-day period; and

**WHEREAS**, said nuisance was not abated as required; and

**WHEREAS**, all of the property owners listed in the attached Exhibit "A" were sent letters offering them an opportunity to remit payment within thirty (30) days to avoid incurring a lien on their property; and

**WHEREAS**, Community Standards has made a report of costs actually incurred by the City and abatement of said nuisance as to the property(s) involved, which are described in Exhibit "A" attached to this Resolution; and

**WHEREAS**, upon passage of this Resolution, the property owners will be furnished with a copy of this Resolution and given one more opportunity to remit all costs associated with the abatement in full within 30 days after the passage of this Resolution before transmittal to the County for recordation of Liens.

**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 amount of costs incurred by the City and the abatement of the above-described nuisance as to the parcels of land owned and indicated, to wit:

SEE ATTACHED EXHIBIT "A"

The subject amount is hereby assessed as liens against said parcels of land as indicated, plus an additional administrative charge of $30.00 for each Lien. Liens shall be of equal dignity with the taxes therefrom for 2026 and shall be enforced and collected in like manner pursuant to applicable law provisions. In the event collection proceedings are necessary, the property owner shall pay all costs of the proceedings, including reasonable attorney's fees.

**SECTION 3**. The City Clerk is authorized to record this Resolution in the public records of Palm Beach County, Florida.

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

[SIGNATURES ON THE FOLLOWING PAGE]

**RESOLUTION NO. R26-212**

**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

October 2025

| First Name | Last Name | Company Name | Mailing Address | PCN | Nuisance Abatement Property Address | Case# | Invoice | Invoiced Amount | Amount Owed + $30 |
|---|---|---|---|---|---|---|---|---|---|
| ROBERT E. | KRASIN , EST | | 402 SW 9TH AVE, BOYNTON BEACH, FL 33435 | 08-43-45-28-16-009-0231 | 402 SW 9TH AVE, BOYNTON BEACH, FL 33435 | 26-20 | 105862 | $498.62 | $528.62 |

ABATEMENT CASES

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 25-2486 | 306 SE 1ST AVE | 9/15/2025 | 10/1/2025 | 10/7/2025 | vendor | 210.53 | | | | | MOWED BY VENDOR |
| 25-961 | 417 NW 12TH AVE | 5/25/2025 | 9/7/2025 | 10/6/2025 | vendor | 210.53 | | | | | MOWED BY VENDOR |
| 25-1557 | 431 SW 3RD AVE | 7/2/2025 | SM ORDER | 10/15/2025 | VENDOR | 280.70 | | | | | MOWED BY VENDOR |
| 25-2912 | 636 NW 5TH ST | 10/9/2025 | 10/10/2025 | 10/16/2025 | owner | | | | | | MOWED BY OWNER |
| 25-2877 | 902 S SEACREST BLVD | 10/9/2025 | 10/10/2025 | 10/27/2025 | VENDOR | 210.53 | | | | | MOWED BY VENDOR |
| 25-1991 | 143 SE 27TH AVE | 8/6/2025 | 9/5/2025 | 10/30/2025 | VENDOR | | | | 295.00 | | ABATED BY VENDOR |
| 25-3294 | 1701 S CONGRESS AVE | 10/29/2025 | 10/30/2025 | | OWNER | | | | | | ABATED BY OWNER |
| 25-3315 | V/L NE 12TH AVE | 10/31/2025 | | | OWNER | | | | | | MOWED BY OWNER |
| 25-3447 | 801 SW 34TH AVE | 11/18/2025 | 11/20/2025 | | OWNER | | | | | | MOWED BY OWNER |
| 25-3645 | 911 SW 27TH WAY | 11/20/2025 | 11/20/2025 | | OWNER | | | | | | POOL CLEANED BY OWNER |
| 25-3463 | 911 SW 27TH WAY | 11/21/2025 | 12/2/2025 | | OWNER | | | | | | MOWED BY OWNER |
| 25-3465 | 911 SW 27TH WAY | 11/21/2025 | 12/5/2025 | | OWNER | | | | | | MOWED BY OWNER |
| 25-3520 | 7086 LAWRENCE RD | 11/25/2025 | 11/26/2025 | | OWNER | | | | | | MOWED BY OWNER |
| 25-3535 | 114 N FEDERAL HWY | 12/3/2025 | 1/7/2026 | | duplicate | | | | | | ALREADY CITED - CAMV CASE |
| 25-3801 | 411 NE 11TH AVE | 12/22/2025 | 1/21/2026 | | OWNER | | | | | | MOWED BY OWNER |
| 26-0020 | 402 SW 9TTH AVE | 1/6/2026 | 1/8/2026 | | VENDOR | | | | | | MOWED BY VENDOR |
| 26-0105 | 2250 W WOOLBRIGH RD | 1/13/2026 | NO POSTED | | VENDOR | 561.40 | | | | | CLERICAL ERROR /NO SVCE |
| 26-292 | 412 NE 25TH AVE | 1/27/2026 | 1/29/2026 | | extended | | | | | | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 9/24/2020 | 20-2356 | SE 5TH AVE | 10/19/2020 | 10/29/2020 | | | 360.00 | | | |
| 9/24/2020 | 20-2416 | S FEDERAL HWY | 10/19/2020 | 10/29/2020 | | | 255.00 | | | |
| 10/5/2020 | 20-2483 | 240 NW 20TH CT | 10/27/2020 | 10/29/2020 | | | 200.00 | | | |
| 10/9/2020 | 20-2491 | S FEDERAL HWY | 10/19/2020 | 10/29/2020 | | | 460.00 | | | |
| 11/6/2020 | 20-2829 | 509 SE 5TH AVE | 1/18/2021 | 1/20/2021 | | | 430.00 | | | |
| 11/6/2020 | 20-2828 | 523 SE 5TH AVE | 1/11/2021 | 1/20/2021 | | | 260.00 | | | |
| 1/20/2021 | 21-159 | 525 NW 12TH AVE | 3/1/2021 | 3/4/2021 | | | 155.00 | | | |
| 1/19/2021 | 20-2828 | 523 SE 5TH AVE | 1/11/2021 | 1/19/2021 | | | 260.00 | | | |
| 1/19/2021 | 20-2827 | SE 4TH AVE | 1/11/2021 | 1/19/2021 | | | 400.00 | | | |
| 1/19/2021 | 20-2947 | 505 SE 21ST AVE | 1/11/2021 | 1/19/2021 | | | 210.00 | | | |
| 1/19/2021 | 20-2829 | 509 SE 5TH AVE | 1/11/2021 | 1/19/2021 | | | 430.00 | | | |
| 2/10/2021 | 21-354 | 301 W BOYNTON BEACH BLVD | 3/8/2021 | 3/16/2021 | | | 155.00 | | | |
| 3/9/2021 | 21-623 | 3230 FEDERAL HWY | 3/31/2021 | 4/20/2021 | | | 155.00 | | | |
| 3/16/2021 | 21-248 | 513 SE 4TH ST | 6/15/2021 | 6/21/2021 | | | 350.00 | | | |
| 3/19/2021 | 21-696 | 228 NE 10TH AVE | 4/14/2021 | 6/4/2021 | | | 85.00 | | | |
| 3/25/2021 | 21-743 | 1111 S FEDERAL HWY | 6/9/2021 | 6/21/2021 | | | 170.00 | | | |
| 3/31/2021 | 21-800 | 507 NW 12TH AVE A | 6/7/2021 | 6/3/2021 | | | 105.00 | | | |
| 4/26/2021 | 21-1016 | 301 W BOYNTON BEACH BLVD | 5/27/2021 | 6/10/2021 | | | 190.00 | | | |
| 5/11/2021 | 21-1169 | S FEDERAL HWY | 7/19/2021 | 7/23/2021 | | | 355.00 | | | |
| 5/14/2021 | 21-1219 | 3320 E ATLANTIC AVE | 7/19/2021 | 7/21/2021 | | | 255.00 | | | |
| 6/16/2021 | 21-1462 | SE 4TH ST | 10/1/2021 | 10/16/2021 | 430.00 | 430.00 | | | | |
| 6/21/2021 | 21-1521 | 1471 NW 3RD ST | 7/19/2021 | 7/23/2021 | | | 700.00 | | | |
| 6/30/2021 | 21-1632 | 2935 SE 1ST ST | | | | | | | | |
| 7/1/2021 | 21-1222 | 12 MEDOWS PARK LN | 7/2/2021 | 7/22/2021 | | | 305.00 | | | |
| 7/9/2021 | 21-1680 | 515 S FEDERAL HWY | 10/1/2021 | 10/16/2021 | 305.00 | 305.00 | | | | |
| 7/15/2021 | 21-1786 | 449 NW 1ST AVE | | | | | | | | |
| 7/15/2021 | 21-1788 | 433 NW 1ST AVE | | | | | | | | |
| 7/16/2021 | 21-1594 | SE 5TH AVE | 10/1/2021 | 10/16/2021 | 390.00 | 390.00 | | | | |
| 7/19/2021 | 21-1930 | SE 5TH AVE | 10/1/2021 | 10/16/2021 | 290.00 | 290.00 | | | | |
| 7/19/2021 | 21-1932 | S FEDERAL HWY | 10/1/2021 | 10/16/2021 | 285.00 | 285.00 | | | | |
| 7/22/2021 | 21-1992 | 945 OLD BOYNTON RD | | | | | | | | |
| 8/6/2021 | 21-2002 | 3440 N FEDERAL HWY | | | | | | | | |
| 8/9/2021 | 21-2129 | 3047 N FEDERAL HWY | | | | | | | | |
| 8/3/2021 | 21-2094 | 1471  NW 3RD ST | | | | | | | | |
| 8/3/2021 | 21-2096 | 1111 S FEDERAL HWY | 10/19/2021 | 10/27/2021 | 150.00 | 150.00 | | | | |
| 8/12/2021 | 21-2160 | 460 OCEAN PKWY | | | | | | | | |
| 8/26/2021 | 21-2311 | 12 MEADOWS PARK LN | | | | | | | | |

| | | |
|---|---|---|
| | | 360.00 |
| | | 255.00 |
| | | 200.00 |
| | | 460.00 |
| | | 430.00 |
| | | 260.00 |
| | | 135.00 |
| | | 260.00 |
| | | 400.00 |
| | | 210.00 |
| | | 430.00 |
| | | 155.00 |
| | | 155.00 |
| | | 350.00 |
| | | 85.00 |
| | | 170.00 |
| | | 105.00 |
| | | 190.00 |
| | | 355.00 |
| | | 255.00 |
| | | 430.00 |
| | | 700.00 |
| | | |
| | | 305.00 |
| | | 305.00 |
| | | |
| | | |
| | | |
| | | 390.00 |
| | | 290.00 |
| | | 285.00 |
| | | |
| | | |
| | | |
| | | 11825.00 |
| | | 150.00 |
| | | |
| | | |

| CASE# | PROPERTY ADDRESS | SENT TO VENDOR | BOARD UP DATE | COST OF JOB | |
|---|---|---|---|---|---|
| | | ANCHORS EMERG. | | $35,000.00 | |
| | | | | | |
| | | | | 10/01/13 - 09/30/14 | |
| 13-2166 | 3100 OCEAN PKWY. | 9/26/2013 | 10/12/2013 | $1,250.79 | |
| No Board ups since October 2013 | | | | | |
| 14-1537 | 331 NE 24TH AVE | 6/20/2014 | 7/1/2014 | $1,450.80 | **$2,701.59** |
| | | | | | |
| | | | | 10/01/14 - 09/30/15 | |
| 15-1508 | 2020 NE 1ST LN | 6/24/2015 | 6/27/2015 | $1,586.51 | |
| 15-1509 | 1635 NE 4TH CT | 6/24/2015 | 6/28/2015 | $1,492.26 | **$3,078.77** |
| | | | | | |
| | | | | 10/01/15 - 09/30/16 | |
| 16-47 | 1614 N SEACREST BLVD | 12/10/2015 | 12/12/2015 | $2,073.21 | |
| 15-2793 | 2322 NE 3RD ST | 1/11/2016 | 1/12/2016 | $942.85 | |
| 16-1290 | 736 W. OCEAN AVE | 8/22/2016 | 8/23/2016 | $1,049.04 | **$4,065.10** |
| | | | | | |
| | | | | | |
| | | | | 10/01/16 - 09/30/17 | |
| 16-1687 | 736 W. OCEAN AVE | 11/10/2016 | 11/10/2016 | $75.00 | |
| 17-311 | 1460 NW 1ST ST | 2/16/2017 | 2/21/2017 | $206.80 | |
| 17-1100 | 525 NE 2ND ST | 6/21/2017 | 6/23/2017 | $804.45 | |
| 17-1703 | 816 S SEACREST BLVD | 8/17/2017 | 8/21/2017 | $643.28 | **$1,729.53** |
| | | | | | |
| | | | | 10/01/17 - 09/30/18 | |
| 17-1296 | 1581 NW 2ND LN | 6/6/2018 | 6/18/2018 | $2,188.80 | **$2,188.80** |
| | | | | | |
| | | | | 10-1-18 - 09/30/19 | |
| 19-1193 | 1310 N FEDERAL HWY | 3/18/2019 | 4/17/2019 | $384.80 | |
| 19-1142 | 2123 NE 4TH ST | 4/25/2019 | 6/2/2019 | $1,946 .36 | **$2,321.16** |
| 20-2992 | 301 W BOYNTON BEACH BLVD | 12/11/2020 | 12/12/2020 | $352.00 | |
| 20-3197 | 10 DALTON PL | 12/20/2020 | 12/20/2020 | $3,058.00 | **$5,731.00** |
| | | | | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-213- Ratifying the City's support and partnership for the Sea Turtle Adventures application to the Florida Department of Environmental Protection Coastal Partnership Initiative Grant Program for Rooted in Action: Comprehensive Mangrove Cleanup Initiative, in the amount of $30,000, if awarded, authorizes the City to accept the grant and authorizes the Mayor and City Manager to execute all future documents associated with the grant, subject to review by the City Attorney's Office.**

**Requested Action:**

Staff recommends approval of the proposed Resolution No. R26-213.

---

**Explanation of Request:** Sea Turtle Adventures (STA), a nonprofit organization, is applying to the Florida Department of Environmental Protection (FDEP) for funding through the Coastal Partnership Initiative (CPI) for Rooted in Action: Comprehensive Mangrove Cleanup Initiative. The CPI provides funding on a competitive basis for projects that protect and manage Florida coastal resources. Because STA is a nonprofit, the application requires an eligible local government to participate as a partner, and a local government representative with binding signatory authority must sign the application. The application and letter were submitted to STA on October 26, 2026.

Between July 1, 2027, and June 30, 2028, STA will conduct 42 volunteer cleanups at six public coastal locations to remove litter and marine debris from mangrove habitat, provide environmental education, and engage residents in the long-term protection of local coastal resources. Each cleanup begins with an environmental lesson and a safety briefing, and STA will document the debris removed and share the data with the Ocean Conservancy. Several cleanups will be designed to include adults with autism and related developmental disabilities who participate in STA stewardship programs. The six locations total approximately 36 acres of public-use coastal land: Harvey Oyer Park, Intracoastal Park, Oceanfront Park, Jaycee Park, Promenade Park and Ride Rd.

The City Manager issued a letter of support and partnership acknowledgment dated October 23, 2026, addressed to FDEP. Under the letter, the City will coordinate with STA to establish cleanup dates, confirm site access, and identify priority areas, and will receive the final project report and results. The letter states that the City is not committing funds and has no financial responsibility for the project.

**How will this affect city programs or services?** No City program or service will be reduced or changed. The project supplements existing coastal maintenance with an estimated 1,680 hours of volunteer service and the removal of an estimated 2,500 or more pounds of debris from mangrove habitat at City parks.

**Account Line Item and Description:** No City funds are requested or committed.

**Procurement Methodology Bids and Purchases Only:** N/A

**Fiscal Impact:** There is no fiscal impact to the City.

---

**Attachments:**
R26-213 Agenda_Item_5159-2026_Resolution_R26-XXX_FDEP_Coastal_Partnership_Initiative_Grant.docx
Boynton Beach CPI Support_2026.pdf
FDEP-Coastal Partnership Initiative- COB.pdf

**RESOLUTION NO. R26-213**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE CITY'S SUPPORT AND PARTNERSHIP FOR THE SEA TURTLE ADVENTURES APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL PARTNERSHIP INITIATIVE GRANT PROGRAM FOR ROOTED IN ACTION: COMPREHENSIVE MANGROVE CLEANUP INITIATIVE, IN THE AMOUNT OF $30,000, IF AWARDED, AUTHORIZES THE CITY TO ACCEPT THE GRANT AND AUTHORIZES THE MAYOR AND CITY MANAGER TO EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO REVIEW BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, Sea Turtle Adventures (STA), a nonprofit organization, is applying to the Florida Department of Environmental Protection (FDEP) for funding through the Coastal Partnership Initiative (CPI) for Rooted in Action: Comprehensive Mangrove Cleanup Initiative; and

**WHEREAS**, the CPI provides funding on a competitive basis for projects that protect and manage Florida coastal resources. Because STA is a nonprofit, the application requires an eligible local government to participate as a partner, and a local government representative with binding signatory authority must sign the application. The application and letter were submitted to STA on October 26, 2026; and

**WHEREAS**, between July 1, 2027, and June 30, 2028, STA will conduct 42 volunteer cleanups at six public coastal locations to remove litter and marine debris from mangrove habitat, provide environmental education, and engage residents in the long-term protection of local coastal resources. Each cleanup begins with an environmental lesson and a safety briefing, and STA will document the debris removed and share the data with the Ocean Conservancy. Several cleanups will be designed to include adults with autism and related developmental disabilities who participate in STA stewardship programs; and

**WHEREAS**, the six locations total approximately 36 acres of public-use coastal land: Harvey Oyer Park, Intracoastal Park, Oceanfront Park, Jaycee Park, Promenade Park and Rider Rd.; and

**WHEREAS**, the City Manager issued a letter of support and partnership acknowledgment dated October 23, 2026, addressed to FDEP. Under the letter, the City will coordinate with STA to establish cleanup dates, confirm site access, and identify priority areas, and will receive the final

project report and results; and

**WHEREAS**, the letter states that the City is not committing funds and has no financial responsibility for 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 ratify the City's application for the Florida Department of Environmental Protection Coastal Partnership Initiative Grant Program for Rooted in Action: Comprehensive Mangrove Cleanup Initiative Grant, if awarded, authorize the City to accept the grant, and authorize the Mayor and City Manager 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 to apply for the Florida Department of Environmental Protection Coastal Partnership Initiative Grant Program for Rooted in Action: Comprehensive Mangrove Cleanup Initiative for the amount of $30,000.00 from the Florida Department of Environmental Protection and, if awarded, authorizes the City to accept the Grant.

**SECTION 3**. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor and/or the City Manager 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. R26-213**

**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

Sea Turtle Adventures, Inc.
235 SW 6th Ave. Boynton Beach, FL 33435
561-704-5911
www.seaturtleadventures.com
info@seaturtleadventures.com

10/21/26

Daniel Dugger
City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435

Dear Mr. Dugger,

Sea Turtle Adventures (STA) is a 501c3 non-profit established in 2016 with headquarters in Boynton Beach. The mission of STA is to conserve local populations of sea turtles, educate the public about marine science, and provide nature-based experiences to individuals in underserved communities. We have a long-standing positive relationship with the City of Boynton Beach including hosting multiple beach cleanups annually, rescuing injured and deceased sea turtles within the City, participating in many City-hosted community events annually, and we are a founding member of the City's Inclusion Support Team.

In 2019, we applied for and received a grant from the Department of Environmental Protection through the Coastal Partnership Initiative (CPI) to complete a series of cleanups in mangrove habitats in Boynton Beach during 2020-2021. During that project, we held 60 environmental cleanups over the course of 12 months throughout four parks managed by the City of Boynton Beach that conserve fragile mangrove habitats. A total of 2,752 pounds of trash was removed from these fragile ecosystems. A total of 108 unique individuals participated in these 60 cleanups. This project was a success, and our team was presented with a plaque and recognition at a City Commission meeting at the conclusion of the project.

We are currently applying for a similar project to what was funded in 2019. We are proposing 48 cleanups across six mangrove habitats in Boynton (seven cleanups per site). Locations were identified and confirmed with City staff during a meeting on October 8.

The CPI requires that a city or other eligible local government sign as a partner whenever a nonprofit organization applies for funding. This was a requirement when we applied for funding in 2019 and it is a requirement again in 2026. The requirements of the City include providing a letter of support, assisting with coordination and/or approval as needed for cleanups (similar to what we do currently), and helping to promote the project (optional). The City has no financial obligation as part of this project. Signing as a partner primarily confirms the City's support of the organization and its project.

Thank you for considering our request and please contact me should you need additional information.

Sincerely,

Jacquelyn Lorne
Jacquelyn Lorne
Executive Director and Founder
Sea Turtle Adventures, Inc.

# The City of Boynton Beach

**OFFICE OF THE CITY MANAGER**
Daniel Dugger, City Manager
100 East Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6010 | (F): 561-742-6011
www.boynton-beach.org

October 23, 2026

Amy Degraw
Department of Environmental Protection
Florida Coastal Management Program, MS 235
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Re: FDEP Coastal Partnership Initiative - City of Boynton Beach Letter of support and Partnership Acknowledgement for Rooted in Action: Comprehensive Mangrove Cleanup Initiative

Dear Ms. Degraw:

On behalf of the City of Boynton Beach, I am pleased to offer our full support for the Coastal Partnership Initiative Grant application submitted by Sea Turtle Adventures (STA) for the project Rooted in Action. The initiative promotes community stewardship of the mangrove and coastal ecosystems that define our waterfront.

Between July 1, 2027, and June 30, 2028, STA will conduct 42 volunteer cleanups at six public coastal locations: Harvey E. Oyer Jr. Park, Intracoastal Park, Oceanfront Park, Jaycee Park, Promenade Park, and Rider Rd. Together these sites represent approximately 36 acres of public-use coastal land. Each cleanup will remove litter and marine debris, increase environmental awareness, and engage residents in the long-term protection of local coastal resources. STA will document the debris removed and share findings with the Ocean Conservancy.

Sea Turtle Adventures is a trusted City partner. As an active member of our Inclusion Support Team, it helps develop the framework and programs that enable individuals with special needs to participate fully in community life. The organization is also a leader in promoting environmental stewardship throughout Boynton Beach.

The City will coordinate with STA to establish cleanup dates, confirm site access, and identify priority areas, and will receive the final project report and results. The City is not committing funds and has no financial responsibility for the project.

This work will protect vital coastal ecosystems, engage residents, and advance our shared commitment to a sustainable community.

Should you require additional information, please contact me at 561-742-6514.

Sincerely,

Daniel Dugger
City Manager

# GRANT APPLICATION

Refer to Rule Chapter 62S-4, Florida Administrative Code, available at https://floridadep.gov/rcp/fcmp/content/grants for information on funding requirements and evaluation criteria.

Eligible applicants for the Coastal Partnership Initiative are local governments of the 35 coastal counties and all municipalities within their boundaries required to include a coastal element in the local comprehensive plan. Florida colleges, community colleges, state universities, regional planning councils, national estuary programs and non-profit groups may also apply, as long as an eligible local government agrees to participate as a partner, and a local government representative with appropriate binding signatory authority signs the application.

## Submittal Requirements

1. One application per applicant may be submitted per grant cycle (i.e., one application per county, city, or other eligible applicant.)
2. Applicants may request:
   a) no more than $30,000 and no less than $10,000 for planning, design and coordination activities; and
   b) no more than $60,000 and no less than $10,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition. These projects cannot involve planning/coordination tasks or components.
3. Non-profit groups are not eligible to receive funds for construction projects, invasive exotic plant removal, habitat restoration, or land acquisition. Applications submitted by non-profit groups that propose these activities (as listed in 62S-4.004(2)(c)) will be disqualified.
4. Funding is available only for project work initiated and completed during a 12-month period beginning July 1 and ending June 30.
5. One original signed application, electronic or paper, must be submitted.
6. All applications must be submitted on the CPI Application Form.
7. Applications must be submitted via email to FCMPMail@FloridaDEP.gov or mailed to the address below by 4:00 p.m. on the date identified in the notice of availability of funds to:

   Department of Environmental Protection
   Florida Coastal Management Program, MS 235
   ATTN: CPI Applications
   2600 Blair Stone Road, MS 235
   Tallahassee, FL 32399-3000

**Faxed or late applications will not be considered and will be disqualified.**

## A. TITLE PAGE

Project Title: Rooted in Action: Comprehensive Mangrove Cleanup Initiative
CPI Initiative Priority Area(s): Coastal Resource Stewardship
Applicant Name and Name of Partner Entity (if applicable):
Sea Turtle Adventures and City of Boynton Beach

Official Contact Name: Jacquelyn Lorne
Title: _Executive Director
Phone: (561) 704-5911
Email Address: jlorne@seaturtleadventures.com
Postal Address: 235 SW 6th Ave., Boynton Beach, FL 33435
Applicant DUNS/UEI Number: **JTPDF626P8N8**
Applicant FEIN: 81-3999409
Link to coastal element:
Proposed Project Manager Name: Jacquelyn Lorne Email: jlone@seaturtleadventures.com

Certification Statement

"By signing this title page, the undersigned certifies that:

a. This application is in all respects fair and submitted in good faith without collusion or fraud;
b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to manage its subgrant in a timely and accurate manner;
c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;
e. No federal funds will be used as match for funds awarded as a result of this application process;
f. The applicant local government's adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
g. **[If construction is proposed] The applicant submitted a completed NOAA 306A questionnaire, supplied the required attachments, conducted preliminary consultation with appropriate federal, state, regional and local regulatory agencies and has permits and approvals regarding any construction proposed in the application and has documented the results of the consultation in the Project Description section of the Work Plan;**
h. [If construction projects, habitat restoration or invasive species removal are proposed] The property on which these activities will take place is owned or leased by the applicant or the applicant holds a sufficient easement; detailed means methods and best management practices to be used for the project and;
i. The undersigned has full authority to bind the applicant."

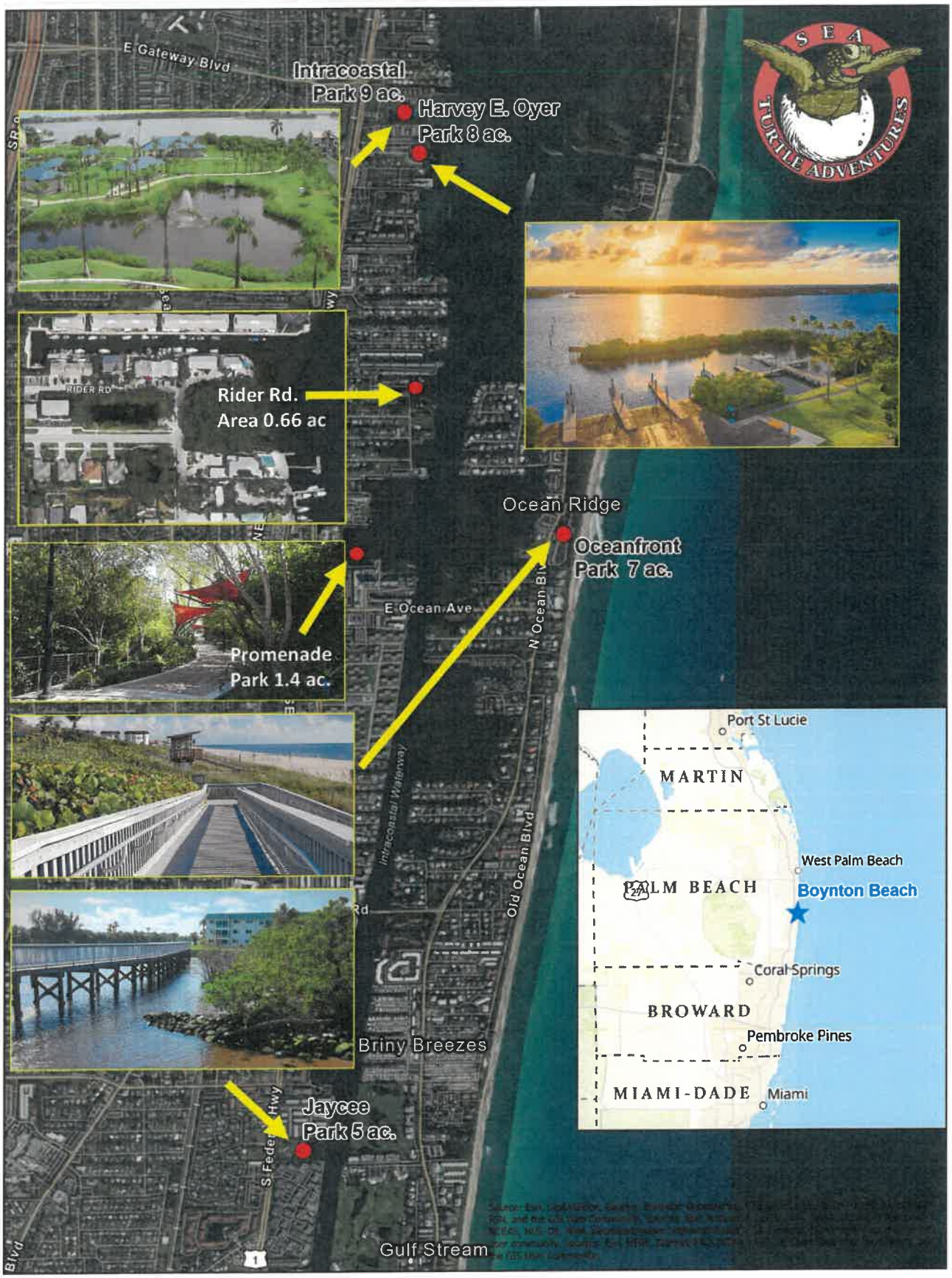
| Signature | Name & Title | Date |
|---|---|---|
| | | |

If applicant is a Florida college, community college, state university, regional planning council, national estuary program or non-profit group, include the signature, name, and title of contact for partnering entity; the name of the eligible county or city partner; and the date.

| Signature of Partner | Name & Title | County or City Partner Entity | Date |
|---|---|---|---|
| | Daniel Dugger, City Manager | City of Boynton Beach | 10/26/2026 |

**B. PROJECT LOCATION MAP**

Include a project location map no larger than 8½" x 11". **(10 pts.)***


E Gateway Blvd
Intracoastal Park 9 ac.
Harvey E. Oyer Park 8 ac.
SEA TURTLE ADVENTURES
Rider Rd. Area 0.66 ac
Ocean Ridge
Oceanfront Park 7 ac.
E Ocean Ave
N Ocean Blvd
Promenade Park 1.4 ac.
Intracoastal Waterway
Old Ocean Blvd
Briny Breezes
Jaycee Park 5 ac.
S Federal Hwy
Gulf Stream
Port St Lucie
MARTIN
West Palm Beach
PALM BEACH
Boynton Beach
Coral Springs
BROWARD
Pembroke Pines
MIAMI-DADE
Miami

* NOTE: The maximum number of points for scored application components is indicated in each section.

C. **WORK PLAN** (Expand text boxes as needed, keeping within the 10-page Work Plan limit)

This section describes the project and cannot exceed 10 single sided pages or 5 double sided pages. If letters of support or other materials are submitted to address the Work Plan components below, these items will count toward the maximum 10 pages of the application Work Plan; any additional pages or Appendices will be discarded and not considered in the evaluation of the application. The Title Page, Location Map, Budget and Budget Narrative do not count toward the 10-page limit of the Work Plan.

1. PROJECT DESCRIPTION.

a. Describe in detail the activity or work to be conducted; include project location information. **(15 pts.)**

Sea Turtle Adventures (STA) **Rooted in Action: Comprehensive Mangrove Cleanup Initiative** promotes community stewardship and appreciation of Boynton Beach's fragile mangrove and coastal ecosystems. In partnership with the City of Boynton Beach, STA will conduct 42 volunteer cleanups—seven at each of six designated locations—to remove litter and marine debris, increase environmental awareness, and engage residents in the long-term protection of local coastal resources. The City has identified priority sites, provided project guidance, and issued a written letter of support and endorsement. Each cleanup will last approximately two hours and begin with environmental education and a safety briefing. Participants learn about the ecological importance of mangroves, the effects of marine debris on wildlife and water quality, and practical ways to protect coastal habitats. Volunteers will then remove and document debris using reusable equipment, including buckets, litter grabbers, bags, and gloves. STA will compile data on the types and quantities of debris collected and provide applicable findings to the Ocean Conservancy to support broader marine-debris research and policy initiatives. Volunteers are recruited from STA's known volunteer base, existing business and nonprofit organization partnerships, schools, community organizations, and civic groups. Several cleanups will be specifically designed to include adults with autism and related intellectual and developmental disabilities who regularly participate in STA's environmental stewardship programming, highlighting the importance of inclusion in conservation. Staff will provide the instruction, supervision, and accommodations needed to ensure that participants of different abilities can contribute meaningfully and safely. To expand public participation, STA will promote Rooted in Action at four Boynton Beach community events where the organization participates as an educational vendor. Staff will distribute information about mangrove conservation and collect volunteer registrations for upcoming cleanups. STA will also coordinate a social media awareness campaign through its channels, which reach more than 20,000 followers. Posts will feature cleanup photographs, debris-removal statistics, project progress, volunteer opportunities, and practical tips for protecting mangrove and coastal habitats.
Mangrove Cleanups will be conducted at the following Boynton Beach, FL coastal locations:
**Harvey E. Oyer Jr. Park** (8 acres) is directly across from the Boynton Beach Inlet. This park features prime mangrove habitat which is typically filled with trash that gets stuck in the mangroves during tide changes. The waters adjacent to the park are frequented by manatees and sea turtles. This location is heavily used by boaters and fisherman on weekends making it an ideal location to promote environmental awareness.
**Intracoastal Park** (9 acres). When the park was built, an existing mangrove and native coastal planting area in the southeast corner of the property was preserved. These protected mangroves serve as a mitigation area for the park. The waters adjacent to the park are often calm and serene as the park only allows for launching of non-motorized vessels.
**Oceanfront Park** (11 acres) is a mangrove hammock area adjacent to the Intracoastal waterway. The park is connected by three tidal inlets. This is an especially ideal location to see a variety of native wildlife, including birds, raccoons, and manatees, and it is used by local environmental groups for educational purposes.
**Jaycee Park** (6 acres) is adjacent to the Intracoastal Waterway. Its eastern edge consists of a mangrove mitigation area. Manatees have been known to frequent this area as well. This is a high-public use area frequented by fisherman, making it an ideal location to educate this population about the environment and

proper disposal of fishing line and equipment.
**Promenade Park** (1.4ac) is adjacent to the Intracoastal Waterway. A unique 4,000ft boardwalk extends outward into the mangrove habitat. Manatees and sea turtles frequent this area which is highly used by visitors. The dense mangrove habitat makes it challenging to remove trash from this area, which will likely be conducted both on foot and by kayak.
**Rider Rd.** (0.66ac) is adjacent to the Intracoastal Waterway. This location was specifically requested by staff at City of Boynton Beach due to its high accumulation of trash in the mangrove habitat. The dense vegetation will require removal by foot and likely by kayak.

Rooted in Action promotes coastal stewardship in the City of Boynton Beach through 42 mangrove cleanups in environmentally sensitive areas, 1,680 volunteer labor hours, and community education. Through targeted cleanups, inclusive volunteer engagement, collaboration with local government, community-event outreach, and sustained environmental education, the initiative will improve coastal habitat conditions while building a broader and more diverse network of residents committed to protecting Boynton Beach's natural resources.

b. Describe specific project objectives, tasks, and deliverables and related timelines for each. Objectives and tasks should clearly relate to the project description.

**(20 pts.)**

**Objective 1: Improve and protect mangrove and coastal habitats through regular volunteer cleanups.**

**Tasks**

1A. Coordinate with the City of Boynton Beach to establish cleanup dates, confirm site access, and identify priority areas at Intracoastal Park, Harvey E. Oyer Jr. Park, Rider Road, Promenade Park, Oceanfront Park, and Jaycee Park.

1B. Conduct 42 two-hour cleanups, including seven cleanups at each of the six designated locations.

1C. Provide reusable cleanup equipment, safety supplies, and staff supervision at each event.

1D. Sort and document collected debris, including recyclable materials, and record the types and total weight of debris removed.

**Deliverables**

1a. 42 completed coastal cleanup events, totaling 84 hours of direct habitat stewardship.

1b. 7 mangrove cleanups at each designated area (Intracoastal Park, Harvey Oyer Park, Rider Road, Promenade Park, Oceanfront Park, and Jaycee Park), totaling 36.06 acres of public-use coastal land under monitoring/stewardship for one year

1c. Approximately 20 volunteers engaged per cleanup, generating an estimated 840 volunteer participations and 1,680 volunteer service hours.

1d. 42 cleanup data logs documenting attendance, volunteer hours, debris types, and total weight removed.

1e. Volunteers remove an estimated 75 lbs of debris per cleanup, record on data sheets, and upload to the Ocean Conservancy.

**Objective 2: Increase public understanding of mangrove ecosystems, marine debris, and responsible coastal stewardship.**

**Tasks**

2A. Begin each cleanup with an environmental lesson addressing topics such as mangrove ecology, wildlife habitat, water quality, marine debris, and actions residents can take to protect coastal resources.

2B. Provide a safety briefing and site-specific instructions before volunteers begin debris removal.

2C. Incorporate hands-on learning by showing volunteers how debris travels through coastal systems, becomes trapped in mangrove roots, and affects wildlife and water quality.

2D. Collect participant feedback through a brief paper or electronic survey measuring increased knowledge and intent to practice environmental stewardship.

**Deliverables**

2a. 42 environmental education sessions presented to cleanup volunteers.

2b. 42 safety briefings

2c. Educational information and practical coastal-protection tips distributed to volunteers.

2d. Participant survey results compiled to assess increased environmental awareness, understanding of mangrove benefits, and likelihood of participating in future stewardship activities.

2e. Final summary of volunteer survey and educational outcomes included in final report

**Objective 3: Engage Boynton Beach residents, schools, and community organizations in volunteer-based coastal stewardship.**

**Tasks**

3A. Recruit volunteers from the general public, schools, civic organizations, community groups, and other local partners.

3B. Promote upcoming cleanup opportunities at Boynton Beach community events where STA participates as an educational vendor.

3C. Distribute project information, discuss the importance of mangrove conservation, and collect volunteer registrations at community events.

3D. Coordinate with the City of Boynton Beach and participating organizations to promote cleanup dates and address site-specific needs.

3E. Maintain volunteer registration forms, attendance records, and volunteer-hour logs for all cleanup events.

**Deliverables**

3a. Volunteer recruitment and registration opportunities offered throughout the grant period

3b. 1,680 volunteer/community service hours

3c. Registration, attendance, and volunteer-hour records maintained for all 42 cleanups

4d. At least 840 volunteer participations anticipated across the project period.

**Objective 4: Expand community awareness of mangrove conservation through digital outreach.**

**Tasks**

4A. Develop and launch a Rooted in Action social media campaign through STA's social media channels, which reach more than 20,000 followers.

4B. Share photographs and results from cleanup events, including the amount and types of debris removed.

4C. Publish educational content explaining the value of mangroves and providing practical tips for preventing marine pollution and protecting coastal habitats.

4D. Promote upcoming cleanups and direct interested residents to volunteer registration opportunities.

4E. Monitor social media reach and engagement throughout the project.

**Deliverables**

4a. At least one results-focused social media post following each cleanup, for a minimum of 42 cleanup posts.

4b. At least 12 additional educational/environmental awareness posts featuring mangrove facts, coastal-protection tips, or marine-debris prevention strategies.

4c. 20,000+ social media followers reached

4d. Social media reach and engagement documented through platform analytics

4e. Final digital campaign summary highlighting project accomplishments, volunteer contributions, and total debris removed.

**Project Timeline**

**By April 20, 2027 – Planning and Partnership Development**

Finalize the project work plan, cleanup procedures, educational content, evaluation methods, and volunteer registration process.

Confirm the cleanup schedule and site-specific priorities with the City of Boynton Beach and participating community partners.

Prepare promotional materials, volunteer registration forms, reusable cleanup supplies, and social media content.

**April 2027 – Community Outreach and Volunteer Recruitment**
Participate in the Boynton Beach Earth Day Community Event, which attracts hundreds of local attendees.
Introduce Rooted in Action to the community, distribute information about mangrove conservation, and collect volunteer registrations for upcoming cleanups.
Begin recruiting schools, community organizations, civic groups, and members of the general public.
**July 1, 2027 – Official Project Launch**
Launch Rooted in Action and begin cleanup activities at the six designated project locations.
Begin the project's social media awareness campaign.
**Months 1–12: July 1, 2027–June 30, 2028 – Project Implementation**
Conduct three to four mangrove and coastal cleanups each month, completing 42 cleanups (seven at each location) during the 12-month project period.
Begin every cleanup with an environmental lesson and safety briefing.
Record volunteer attendance, service hours, debris types, recyclables, and the total weight of debris removed.
Submit applicable debris data to the Ocean Conservancy following each cleanup.
Publish at least one social media post for each cleanup, for a minimum of 42 posts. Posts will feature photographs, debris-removal statistics, volunteer opportunities, and tips for protecting mangrove and coastal habitats.
Continue volunteer recruitment and project promotion at community events and through partnerships with schools and community organizations.
**Month 12: June 2028 – Evaluation and Final Reporting**
Complete the final cleanups and confirm that seven events occurred at each designated location.
Compile cleanup records, volunteer participation, service hours, debris-removal results, and participant feedback.
Publish a final project summary highlighting accomplishments, community participation, and environmental impact.
Compile social media reach, engagement, and campaign analytics.
Submit the final project report and results to the City of Boynton Beach, the funder, and other appropriate partners.

2. PROJECT NEED AND BENEFIT

a. Explain the demonstrated need, which the project addresses. **(25 pts.)**

Mangrove habitats are essential to the environmental and economic health of South Florida. The Florida Department of Environmental Protection estimates that the state contains approximately 600,000 acres of mangrove forests, concentrated primarily along the southern coast. These forests trap and cycle nutrients, improve water quality, stabilize shorelines, reduce erosion, and buffer coastal communities from waves and storm impacts. Their submerged root systems also provide protected nursery habitat for fish, crustaceans, and shellfish that support Florida's recreational and commercial fisheries. In densely developed coastal communities, urban mangroves are especially valuable because they provide flood mitigation, wave attenuation, carbon storage, nutrient removal, and wildlife habitat within areas where natural shorelines have been fragmented or lost.

Marine debris presents a significant and persistent threat to these habitats. NOAA reports that marine debris adversely affects more than 800 marine and coastal species through ingestion, entanglement, and habitat degradation. Mangroves are particularly vulnerable because their dense roots and branches naturally trap floating debris carried by tides, stormwater, and wind. NOAA notes that accumulated debris can smother mangrove seedlings, reduce water quality, and leave large plastics lodged among mangrove roots and branches, while microplastics accumulate in surrounding sediments.

The need is particularly visible along Boynton Beach's heavily used urban shoreline and public parks. The City of Boynton Beach has identified the six locations included in this initiative as a high-need areas for mangrove-debris removal and has provided guidance and written endorsement for cleanup activities. Without regular removal, litter can remain trapped in mangrove habitat, fragment into microplastics, degrade public natural areas, and continue threatening fish, birds, sea turtles, manatees, and other coastal wildlife.

A similar mangrove cleanup project was conducted by Sea Turtle Adventures in 2021 (funded by CPI) at four of the six parks. **Over 12 months, STA staff organized 108 unique volunteers to remove 2,752 pounds of trash, demonstrating the need for coordinated cleanup efforts in these areas. This project was a tremendous success.**

Rooted in Action: Comprehensive Mangrove Cleanup Initiative directly responds to this need through direct action, volunteer coordination, community education, and a coastal stewardship campaign. In alignment with NOAA recommendations, community cleanups count and record collected debris as an effective way to prevent waste from entering waterways and create a larger community impact.

The project pairs direct habitat improvement with long-term public education. This combination of debris removal, data collection, hands-on education, local-government partnership, and digital outreach reflects the U.S. Fish and Wildlife Service's recommended comprehensive approach emphasizing community participation, prevention, and public education.

b. Explain how the proposed project meets the purpose of at least one CPI priority area. **(10 pts.)**

This project meets the purpose of CPI priority area "**Coastal Resource Stewardship:** To promote stewardship and appreciation of fragile coastal resources" through coastal mangrove cleanups and an environmental awareness initiative. Over the 12-month grant period, STA will conduct 42 cleanups over 36.06 acres of coastal parks and mangrove habitat while providing 1,680 volunteer hours to the community. Educational presentations and a targeted social media campaign strengthen the project and further promote appreciation and stewardship of fragile coastal resources.

c. Discuss the extent to which the project will improve the management and protection of coastal resources and identify any potential negative impacts. **(25 pts.)**

Rooted in Action will substantially strengthen the management and protection of Boynton Beach's coastal resources by providing consistent, volunteer-supported maintenance across six public locations totaling approximately 31 acres: Intracoastal Park, Harvey E. Oyer Jr. Park, Rider Road, Promenade Park, Oceanfront Park, and Jaycee Park. Through 42 two-hour cleanups—seven at each location—the project will remove debris before it fragments into microplastics, becomes embedded in mangrove roots, degrades water quality, or harms coastal wildlife.

The project supplements the City's existing coastal-management capacity with an estimated 1,680 hours of volunteer service. Based on past similar projects, we estimate the removal of over 2,500 pounds of debris from mangrove habitats at Boynton Beach parks. Repeated cleanups will provide more than a one-time improvement: they will enable STA and the City to identify recurring debris types, accumulation patterns, and locations requiring additional attention. STA will document the weight and types of debris collected, maintain cleanup records, and submit applicable data to the Ocean Conservancy. This information can support future maintenance priorities, public education, and marine-debris prevention strategies.

Rooted in Action also advances the City of Boynton Beach Coastal Management Element, Policy 7.4.5: "The City shall continue to develop and support educational programs, enhancements, and proper maintenance of the Mangrove Nature Trail and Nature Center in the mangrove hammock adjacent to the eastern terminus of Boynton Beach Boulevard."

Each cleanup will begin with environmental education about mangrove ecology, marine debris, water quality, wildlife habitat, and responsible coastal behavior. Outreach at Boynton Beach community events and through STA's social media channels, which reach more than 20,000 followers, will extend the project's impact beyond cleanup volunteers. By helping residents understand how daily behaviors affect coastal ecosystems, the project encourages long-term stewardship and reduces the likelihood that additional waste will enter local waterways.

Potential negative impacts are expected to be minor and temporary but may include minor trampling of vegetation, disturbance of wildlife, accidental damage to mangrove roots or seedlings, and volunteer exposure to sharp or hazardous debris. STA will minimize these risks through staff supervision, safety briefings, reusable gloves and litter-removal tools, and coordination with City staff regarding site access and

sensitive areas. Volunteers will remain within approved cleanup zones, avoid stepping on mangrove roots or seedlings, and remove only human-generated debris—not natural materials such as vegetation, driftwood, or seaweed. No mangroves will be cut, trimmed, or otherwise altered.

Cleanups will be scheduled with consideration for weather, tides, wildlife activity, and site conditions. Volunteers will be instructed not to handle hazardous materials, medical waste, or unidentified substances; these items will be flagged for removal by trained staff or the appropriate City department. Collected materials will be sorted and disposed of through approved waste and recycling channels. STA's eight years of collaboration with the City of Boynton Beach on cleanups and environmental-awareness events provides the experience necessary to complete the project safely while protecting the coastal resources it is designed to improve.

d. Discuss how project is feasible and can be completed within 12 months. **(10 Pts.)**

Rooted in Action is highly feasible within the proposed 12-month implementation period because its activities build directly upon Sea Turtle Adventures' established experience, staffing, partnerships, and annual operating capacity. Over the past eight years, STA has successfully implemented cleanup projects of similar size and scope while conducting an average of 40 beach and park cleanups annually in partnership with local businesses, schools, community organizations, and volunteer groups. Completing 42 cleanups—three to four per month—is consistent with STA's regular workload and proven capabilities.

STA's experience includes the successful completion of a previous Coastal Partnership Initiative grant project in 2021 and a large-scale cleanup initiative in Boynton Beach's San Castle neighborhood in 2023. The 2021 mangrove cleanup project resulted in the removal of 2,752 pounds of trash from the identified areas. Both projects required extensive volunteer recruitment, event scheduling, partner coordination, supply management, debris documentation, and proper waste disposal. Through these and related initiatives, STA has demonstrated its capacity to coordinate more than 60 volunteer cleanup events within a single year, exceeding the 42 cleanups proposed through Rooted in Action.

Advanced planning will further support timely implementation. By April 20, 2027, STA will finalize the project plan, cleanup procedures, environmental lessons, evaluation methods, volunteer registration process, and schedule for all six locations in coordination with the City of Boynton Beach. STA will introduce Rooted in Action and begin recruiting volunteers at the City's April 2027 Earth Day Community Event, which attracts hundreds of local attendees. This provides more than two months to build the initial volunteer base before the official July 1, 2027 project launch.

STA has partnered with the City of Boynton Beach since the organization's inception, participating in community events and collaborating on environmental-awareness and volunteer activities. The City has already provided project guidance, identified priority cleanup areas, and issued a written partnership agreement endorsing Rooted in Action. Establishing seven cleanups at each of six predetermined locations creates a clear and manageable schedule while allowing STA to coordinate site access, City support, and volunteer recruitment in advance.

STA also benefits from longstanding relationships with the Palm Beach County Solid Waste Authority, Keep Palm Beach County Beautiful, and Palm Beach County Environmental Resources Management. Since STA's first cleanup in December 2016, the Solid Waste Authority has supported its work by donating cleanup supplies and waiving landfill disposal fees. These partnerships reduce project costs and help ensure collected debris is transported, recycled when appropriate, and disposed of through approved channels.

STA's experience managing sensitive mangrove habitat further demonstrates its readiness. In 2017, STA entered into an agreement with Palm Beach County Environmental Resources Management to adopt the 27-acre Ocean Ridge Natural Area, where the organization helps maintain the mangrove community and promotes its environmental features to residents and visitors. This work provides practical experience coordinating volunteers, protecting fragile vegetation, safely removing debris, and educating the public within environmentally sensitive areas.

STA also has a ten-year history of promoting inclusion in conservation through nature-based curricula and environmental stewardship opportunities for adults with developmental disabilities and other underserved groups. This experience demonstrates STA's ability to make conservation activities accessible, communicate environmental information to people with different learning needs, and recruit participants from a broad range of demographic and socioeconomic backgrounds. For Rooted in Action, this inclusive approach will help STA engage residents, students, businesses, civic organizations, and community groups throughout Boynton Beach.

The Executive Director, Project Manager, Environmental Specialist, and a core group of approximately 10 experienced volunteers have the skills needed to schedule events, obtain supplies, supervise volunteers, provide environmental education, document debris, and maintain project records. Recruitment through community events, local partners, schools, volunteer groups, and STA's social media audience of more than 20,000 followers will provide a reliable participation pipeline.

Progress will be monitored using a master schedule, volunteer registration and attendance records, debris-data sheets, service-hour logs, participant feedback, and social media analytics. If weather, tides, or unsafe site conditions require an event to be postponed, STA can reschedule it within the 12-month period without disrupting overall completion. STA's successful track record, advance preparations, experienced personnel, inclusive outreach practices, and committed partnerships provide a strong foundation for completing all 42 cleanups and related education, data collection, outreach, and reporting activities by June 30, 2028.

**BUDGET and BUDGET NARRATIVE** **(15 Pts.)**

Type dollar amounts only in applicable categories (round to nearest dollar; no cents) and leave other categories blank. A recipient will be required to provide 100% (1:1) matching funds, cash or in-kind. No more than one-half (50%) of match can be provided by a third party.

| ***Budget Category*** | ***FCMP Funds*** | ***MATCH Funds*** |
|---|---|---|
| 1. Salaries | $18,525 | $13,000 |
| 2. Fringe Benefits | $1980 | $700 |
| 3. Travel | $0 | $800 |
| 4. Equipment | $0 | $4500 |
| 5. Supplies | $5520 | $2500 |
| 6. Contractual Services | $2500 | $2500 |
| 7. Other Expenses | $1475 | $6000 |
| 8. Indirect Charges | $0 | $0 |
| **FCMP Total** | **$30,000** | |
| **Match Total** | | $30,000 |

**Total FCMP & Match Funds** $60,000

If budget exceeds the amount shown on the "Total" line above, indicate the total project cost: $_60,000_

---

**BUDGET NARRATIVE:** Describe line items for each applicable budget category shown above. Provide sufficient detail to show cost relationship to project activities for both FCMP and match items. **Indirect costs are not allowed as match.**

Total FCMP Funds Requested $ 30,000

**Salaries: $16,525 FCMP** Executive Director (W2 employee) ($40/hr x 70 hours = $2800) for project oversight and management, grant fund allocation, coordination with City of Boynton Beach officials, and evaluation; Director of Outreach and Programming (W2 employee) ($30/hr x 180 hours=$5400) for volunteer recruitment, coordination, and supervision, educational and safety training lead, direct supervision of all cleanups, and documentation; Environmental Specialist (W2 employee) ($23/hr x 275 hours=$6325) and other staff ($17-$20/hr = $4000) for assisting with all cleanups, volunteer supervision, documenting and posting environmental awareness campaign on social media

**Fringe Benefits:** $1980 (portion of health insurance, workers comp insurance, social security, medicare)

**Travel: $0 FCMP.**

**Equipment: $0 FCMP**

**Supplies: $5,520 FCMP** Clean-up supplies, boots, shirts, marketing materials, water, sun protection items.

**Contractual Services**: **$2500 FCPM** toward rental of center console or pontoon boat &/or ~5 double seater kayaks for select mangrove cleanup events

**Other Expenses: $1,475 FCPM** for unanticipated costs or supplies.

**Indirect Charges**: $0

Total Match Funds: $30,000

**Salaries**: $13,000 Match funds in unrestricted staff support to Rooted in Action initiative. Salary match from National Save the Sea Turtle Foundation grant, LEEDS Foundation grant, and private donors.

**Fringe Benefits**:$700 from current unrestricted funds

**Travel**: $800 Match from unrestricted funds to cover transportation, gas, maintenance

**Equipment**: $4500 in-kind use of enclosed trailer, flatbed trailer, F150 truck, and multi-passenger all-terrain vehicle.

**Supplies**: $2500 Match for Additional items provided in-kind that STA already owns and additional supply donations from Keep Palm Beach County Beautiful

**Contractual Services**: $2500 Match from unrestricted funds to offset costs for boat and/or kayak rentals - unrestricted funding available from private donors

**Other Expenses**: $6000 Match includes cost for rental storage space specifically for equipment and supplies for grant ($250/month x 12 months), waived landfill fees, and in-kind use of unanticipated supplies.

**NOTE: Project costs will be evaluated for reasonability, and the application is eligible for up to 10 points based on the evaluation of costs.**

Sea Turtle Adventures, Inc.
235 SW 6th Ave. Boynton Beach, FL 33435
561-704-5911
www.seaturtleadventures.com
info@seaturtleadventures.com

10/21/26

Daniel Dugger
City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435

Dear Mr. Dugger,

Sea Turtle Adventures (STA) is a 501c3 non-profit established in 2016 with headquarters in Boynton Beach. The mission of STA is to conserve local populations of sea turtles, educate the public about marine science, and provide nature-based experiences to individuals in underserved communities. We have a long-standing positive relationship with the City of Boynton Beach including hosting multiple beach cleanups annually, rescuing injured and deceased sea turtles within the City, participating in many City-hosted community events annually, and we are a founding member of the City's Inclusion Support Team.

In 2019, we applied for and received a grant from the Department of Environmental Protection through the Coastal Partnership Initiative (CPI) to complete a series of cleanups in mangrove habitats in Boynton Beach during 2020-2021. During that project, we held 60 environmental cleanups over the course of 12 months throughout four parks managed by the City of Boynton Beach that conserve fragile mangrove habitats. A total of 2,752 pounds of trash was removed from these fragile ecosystems. A total of 108 unique individuals participated in these 60 cleanups. This project was a success, and our team was presented with a plaque and recognition at a City Commission meeting at the conclusion of the project.

We are currently applying for a similar project to what was funded in 2019. We are proposing 48 cleanups across six mangrove habitats in Boynton (seven cleanups per site). Locations were identified and confirmed with City staff during a meeting on October 8.

The CPI requires that a city or other eligible local government sign as a partner whenever a nonprofit organization applies for funding. This was a requirement when we applied for funding in 2019 and it is a requirement again in 2026. The requirements of the City include providing a letter of support, assisting with coordination and/or approval as needed for cleanups (similar to what we do currently), and helping to promote the project (optional). The City has no financial obligation as part of this project. Signing as a partner primarily confirms the City's support of the organization and its project.

Thank you for considering our request and please contact me should you need additional information.

Sincerely,

Jacquelyn Lorne

Jacquelyn Lorne
Executive Director and Founder
Sea Turtle Adventures, Inc.

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Commission Meeting Minutes.**

**Requested Action:** Approve minutes from the September 16 2026, City Commission Meeting.

---

**Explanation of Request:** The Florida Statutes provide that minutes of all Commission meetings be prepared, approved, and maintained in the records of the City of Boynton Beach.

**How will this affect city programs or services?** A record of the actions taken by the City Commission will be maintained as a permanent record.

**Account Line Item and Description:** N/A

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

---

**Attachments:**
09-16-26 CC Mtg Minutes.docx

**Minutes of the City Commission Meeting**
**Held Online Via the GoToWebinar Platform and**
**In-Person at the City Hall Commission Chambers**
**100 East Ocean Avenue, Boynton Beach, Florida**
**On Tuesday, September 16, 2026, at 6:00 P.M.**

| | |
|---|---|
| Mayor Rebecca Shelton | Daniel Dugger, City Manager |
| Vice Mayor Thomas Turkin | Andrew Mack, Deputy City Manager |
| Commissioner Angela Cruz | Adam Temple, Deputy City Manager |
| Commissioner Mack McCray | Shawna Lamb, City Attorney |
| Commissioner Aimee Kelley | Tammy Stanzione, City Clerk |

1. **Openings**

A. Call to Order - Mayor Rebecca Shelton

Mayor Shelton called the meeting to order at 6:34 P.M.

Roll Call

City Clerk Tammy Stanzione called the roll. A quorum was present.

Invocation by Commissioner McCray.

Commissioner McCray provided the invocation.

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

Vice Mayor Turkin led the Pledge of Allegiance.

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

Commissioner Kelley requested a future agenda item (October) to revisit the parking ordinance, including roadway parking during business hours in District 4 and an update on pending items (parallel parking, no-parking signage, and no-parking streets).

Mayor Shelton concurred and asked that it be heard sooner rather than later, noting confusion over the 12-hour on-street parking rule and recent citations and warnings.

Staff requested the addition of the amendments to the Master Interlocal Agreement, recently approved by the partner board, to the Consent Agenda as Item 6.I.

**Motion:**

Commissioner McCray moved to approve the agenda, as amended. Commissioner Kelley seconded the motion. The motion passed unanimously.

2. **Other**

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

Vice Mayor Turkin thanked staff for working with Palm Beach County to secure safety measures on Seacrest Boulevard at the Forest Park neighborhood.

Commissioner McCray commended staff on the 9/11 ceremony, the Octavia groundbreaking, and the Sunday market.

B. Discussion on the Golf View Harbour Parcel. Requested by Vice Mayor Turkin.

The City Attorney's Office reported that the City acquired the approximately 7.4-acre parcel from FPL in 1996. About four acres are subject to an FPL restrictive covenant limiting use to a nature preserve, trails, or parking with no permanent structures; the remaining three-plus acres are currently developable.

Deputy City Manager Mack noted that the City assumed maintenance of the bridge serving the site and that staff could negotiate a transfer back to FPL, with the restriction running with the land.

Commissioner Kelley asked that the restriction be in perpetuity.

Commissioner Cruz stated she would review the covenant before it is signed.

Staff will circulate the draft covenant to each member individually (not reply-all, to comply with the Sunshine Law); any concerns will bring it back on October 6.

**Motion:**

Vice Mayor Turkin made a motion to direct staff to prepare a restrictive covenant applying to the remainder of the parcel the same restrictions as the FPL portion (passive recreation, open space, conservation, trails, and parking only), in perpetuity, repealable only by unanimous vote of the Commission, and authorize the Mayor to execute it. Commissioner Cruz seconded the motion. The motion passed unanimously.

C. Discussion on the Girl Scout Park Parcel. Discussion requested by Vice Mayor Turkin.

Vice Mayor Turkin stated that the City Attorney's memorandum confirmed existing protections are in place and no restrictive covenant is needed. Commissioner McCray asked residents to share what they want for the site. Discussion item only; no action taken.

D. Proposed Resolution No. R26-153- Authorizing the City Commission to set rates, fees, and charges for Water, Wastewater, Stormwater, and Reuse Water, for the upcoming Fiscal Year 2026-27. Tabled at the September 8, 2026, City Commission meeting.
Staff recommends approval of Proposed Resolution No. R26-153.

**Motion:**

Commissioner McCray moved remove Proposed Resolution No. R26-153 from the table. Commissioner Kelley seconded the motion. The motion passed unanimously.

City Manager Dugger stated that past rate increases had not kept pace with inflation and that the utility needs these resources to deliver safe drinking water. He proposed offsetting the increase by lowering the millage rate below the rolled-back rate. CFO Alan Lawson presented the rate history, the roughly $325 million needed for plant improvements (per Jacobs Engineering), the risk of fines estimated at more than $9 million per year and possible consent orders, and the project timeline (bond funding over five to seven months, construction expected to begin September 2027). The City will miss the April 2029 regulatory deadline but expects relief if work is actively underway.

Utilities Director Dr. Kalkat explained that equipment at both plants is at the end of its useful life and that federal treatment mandates are driving the costs.

Commissioner Cruz raised concerns about using fund balance to offset the millage reduction, given uncertainty around the November 3 property tax amendment. Staff reported fund balance of about $33 million (up from $15 million in 2022), reserves of roughly 20–22% against a 12% policy, and a projected draw of about $1.7–1.8 million.

Commissioner McCray noted that the Commission relies on staff for accurate information. Staff confirmed that customers outside city limits pay a 25% surcharge.

**Motion:**

Commissioner Kelley moved Approve Resolution No. R26-153. Commissioner McCray seconded the motion. The motion passed unanimously.

E. Public Hearing and Approval of Proposed Resolution No. R26-163, a Resolution of the City of Boynton Beach, Florida, Adopting a Final Millage Rate for the City's General Operating Fund for the Fiscal Year Beginning October 1, 2026, and Ending September 30, 2027; Providing that the Final Millage Rate of 7.4257 Mills is Equal to the Rolled-Back Rate of 7.4257 Mills; Providing for Severability, Conflicts, and an Effective Date.

Public Hearing and Approval of Proposed Resolution No. R26-164, a Resolution of the City of Boynton Beach, Florida, Adopting a Final Budget for the Fiscal Year Beginning October 1, 2026, and Ending September 30, 2027; Providing for Severability, Conflicts, and an Effective Date.

Staff recommends approval of Proposed Resolution No. R26-163 and Proposed Resolution No. R26-164.

City Clerk Tammy Stanzione, read both resolutions into the record.

Alan Lawson, Finance Director, explained that lowering the proposed rate to 7.2052 mills would result in a net monthly impact of about $0 to $1 for the average homeowner. It would require a fund balance draw of about $1.8 million, and staff would revisit the CRA budget.

Vice Mayor Turkin supported the 7.2052 mill rate.

Public Comment:

Steven Grant (P.O. Box 442) commended the reduction but urged saving for future needs.

Tony Sincara asked about rates for non-residents and protecting residents on fixed incomes.

Paul Clut (online), a business owner, reported a 44% increase in his water costs over three years and asked for better advance notice.

Public comment was closed.

**Motion:**

Vice Mayor Turkin moved to Approve Resolution No. R-26-163, as amended, which is a resolution of the City of Boynton Beach, Florida, adopting a final millage rate for the City's General Operating Fund for the fiscal year beginning October 1, 2026, and ending September 30, 2027; providing that the final millage rate of 7.2052 mills is 2.969% below the rolled-back rate of 7.4257 mills; providing for severability, conflicts, and an effective date. Commissioner Cruz seconded the motion. The motion passed unanimously.

**Motion:**

Commissioner Kelley moved to approve Resolution No. R26-164, adopting the final budget for FY 2026–2027. Vice Mayor Turkin seconded the motion. The motion passed unanimously.

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

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).**

Susan Oyer, provided an update on missing public art, including a Bernard Thomas mural from the library, a Great Floridian state historic marker, the 1913 Schoolhouse historic

marker, and a sailfish sculpture. She estimated the missing art at about $200,000 or more and asked who should investigate.

Gary Philweber, asked to represent a no-cost employee health and wellness program to the City's finance staff.

David Katz asked the Commission to let the Police Department present on Flock/LPR cameras and safeguards before making a decision.

Pete Fitzpatrick, Golfview Harbour, thanked the Commission and suggested land behind Home Depot as a site for the police training facility and range.

Kelley Alford, iCare Program, thanked the City for a City Hall tour and invited the Commission to the Golden Gala on October 10, 5:00–8:00 P.M., at the Boynton Beach Arts and Cultural Center.

Stacy Deallowia thanked the Commission. She opposed transferring the parcel back to FPL and asked for enforcement of landscaping requirements at the FPL substation and of parking at the Asplundh site.

Tony Sincara, Golfview Harbour, thanked the Commission for preserving the woods and asked that the trees be kept as a sound barrier.

Harry Woodworth urged the Commission to resolve Flock camera concerns and protect resident privacy.

Hunter Sincara thanked the Commission for preserving the forest.

Barbara Reedy, supported fixing Flock concerns and announced the Historical Society's book launch, "We Remember Boynton Beach," on September 26 at 1:00 P.M. in the library community room.

Susan Geary, Golfview Harbour, thanked the Commission and expressed support for the Police Department and for finding an alternate training facility site.

No one spoke online. Public comment was closed.

5. **Administrative**

A. Community Support Funds
Approve Community Support Fund requests for:

Commissioner Cruz

- Young in Faith- $500
- Boynton Beach High School Cheerleaders - $250

- Bulldog Cheerleaders - $250

Vice Mayor Turkin
- Boynton Purple Cobras - $1,000
- East Boynton Little League - $1,000

Commissioner Kelley
- Friends of the Library - $75

**Motion:**

Commissioner McCray moved to approve Item 5A Community Support Funds. Commissioner Kelley seconded the motion. The motion passed unanimously.

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

- Mayor Shelton tabled the Library Board appointment on June 2,
- 2026. Commissioner Cruz tabled the Historic Resources Preservation Board appointment on August 25, 2026.
- Commissioner Cruz tabled the Senior Advisory Board appointment on August 25, 2026.
  Commissioner Cruz tabled the Recreation and Parks Board appointment on September 8, 2026.

**Motion:**

Vice Mayor Turkin motion to remove from the table the Mayor's appointment of a regular member to the Library Board. Commissioner McCray seconded. Motion passed unanimously.

**Motion:**

Mayor Shelton nominated Christine Roberts as a regular member of the Library Board. Commissioner Cruz seconded. Motion passed unanimously.

**Motion:**

Motion to remove from the table Commissioner Cruz's appointment of a regular member to the Historic Resources Preservation Board. Commissioner McCray seconded. Motion passed unanimously.

**Motion:**

Commissioner Cruz moved to appoint Brittany Patterson as a regular member of the Historic Resources Preservation Board. Commissioner Kelley seconded. Motion passed unanimously.

**Motion:**

Commissioner Kelley motioned to remove from the table the Recreation and Parks Board appointment. Commissioner Cruz seconded. Motion passed unanimously.

**Motion:**

Commissioner Cruz moved to appoint Alan Jones to the Recreation and Parks Board. Commissioner McCray seconded. Motion passed unanimously.

**Motion:**

Commissioner Cruz moved to remove from the table the Senior Advisory Board appointment. Commissioner Kelley seconded. Motion passed unanimously.

**Motion:**

Commissioner Cruz nominated Benoit Joseph Malow to the Senior Advisory Board. Commissioner seconded. Voice vote taken; result not announced on the record.

**Motion:**

Commissioner McCray motion to appoint Leather Reese Abner to the Historic Resources Preservation Board. seconded. Motion passed unanimously.

**Motion:**

Commissioner Cruz nominated Pamlina Valeo to the Library Advisory Board. Commissioner McCray seconded. Motion passed 3-2.

6. **Consent Agenda**

A. FY 2025-26 Financial/Budget Status Report for General Fund and Utility Fund To Period 09 ended at June 2026.
Accept the Fiscal Year 2025-26 Budget Status Report of the General Fund and the Utilities Fund to P09 for FY 2025-26, ended June 30, 2026. This financial information is unaudited.

B. Proposed Resolution No. R26-165- Authorization to Reduce Allowance for Uncollectible Accounts and Accounts Receivable for FY2026 Write-Off Process. Staff recommends approval of Proposed Resolution No. R26-165.

C. Proposed Resolution No. 26-166- Authorizing the City to apply for the 2026 Beautification Grant Program in the amount of $100,000 from the

Florida Department of Transportation for the Federal Highway Beautification Project, from E. Martin Luther King Jr. Boulevard to NE 2nd Avenue, and if awarded, authorizing the City to accept the Grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the City and the Florida Department of Transportation, and execute all future documents associated with the grant, subject to the review of the City Attorney's office.
Staff recommends approval of the proposed Resolution No. R26-166.

D. Proposed Resolution No. R26-167- Approving a Maintenance Memorandum of Agreement (MMOA) between the City and the Florida Department of Transportation, and approving a State Highway Lighting, Maintenance, and Compensation Agreement between the City and the Florida Department of Transportation, for streetlight maintenance along state-owned right-of-way corridors within city limits.
Staff recommends approval of the proposed Resolution No. R26-167.

E. Proposed Resolution No. R26-168- Approve Amendment One (1) to an existing Landscape Maintenance Memorandum of Agreement ("MMOA") between the City of Boynton Beach and the State of Florida Department of Transportation ("FDOT") for landscape, irrigation, and decorative hardscape within the FDOT Right-of-Way along North Federal Highway abutting The Pierce project. Proposed Resolution No. R26-169- Approve a Right-of-Way Maintenance Agreement between the City and BB QOZ, LLC for landscape, irrigation, and decorative hardscape within the FDOT Right-of-Way along North Federal Highway abutting The Pierce project.
Staff recommends approval of Proposed Resolution No. R26-168 and Proposed Resolution No. R26-169.

F. Proposed Resolution No. R26-170- Approving the updated Boynton Beach City Library Long Range Plan for Fiscal Years 2026-2031.
Staff recommends approval of the proposed Resolution No. R26-170.

G. Proposed Resolution No. R26-171- Approve the conveyance of four (4) City-owned parcels in the Arden Park Addition and Robert Wells' Subdivision to the Boynton Beach Community Redevelopment Agency by Quitclaim Deed, declare the parcels surplus, and authorize the Mayor to execute the deed. Staff recommends approval of Proposed Resolution No. R26-171.

H. Proposed Resolution No. R26-172- Ratification of FY 26-27 CRA Budget.
Staff recommends approval of Proposed Resolution No. R26-172.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R26-174- Approve the Second Amendment to the Piggyback Agreement between the City and KONE, Inc., Contract No. 25-066PB, for Elevator, Escalator, and Walkway Maintenance and Modernization Services, Inspection Services and Related Solutions, increasing the annual expenditure from $100,000.00 to a total annual amount of $200,000.00 through the City's current piggyback agreement. Staff recommends approval of Proposed Resolution No. R26-174.

B. Proposed Resolution No. R26-175- Approve the Third Amendment to the Agreement between the City and ABM Industry Groups, LLC., Contract No. 009-2511-20/RW for Town Square/City Facilities Maintenance Services, increasing the annual expenditure from $359,081.04 to a total annual amount of $374,081.04. Staff recommends approval of Proposed Resolution No. R26-175.

C. Proposed Resolution No. R26-176- Approve the First Amendment to the Single Source Agreement between the City and The Peterbilt Store South Florida, LLC, for Repair, Maintenance, Parts, and Warranty Services for the City's Peterbilt Trucks, increasing the annual expenditure from $100,000.00 to a total annual amount of $150,000.00. Staff recommends approval of Proposed Resolution No. R26-176.

D. Proposed Resolution No. R26-177- Awarding Request for Proposal No. 26-053R for Strategic P3 Financial Advisory Services to PFM Financial Advisors, LLC, and approving an Agreement between the City and PFM Financial Advisors, LLC in an annual not-to-exceed amount of $600,000. Staff recommends approval of Proposed Resolution No. R26-177.

Commissioner McCray pulled Item 7.C.

**Motion:**

Commissioner Kelley moved to approve the remainder of the Consent Bids and Purchases. Commissioner McCray seconded the motion. The motion passed unanimously.

Staff explained that spending on the $100,000 award is just under $97,000 and will exceed the award this month. The $50,000 increase is a buffer for the sole-source vendor that services Cummins engines on 25 fire apparatus on-site. Next year's budget includes $100,000 for this service.

**Motion:**

Commissioner Kelley moved to approve Proposed Resolution No. R26-176. Commissioner McCray seconded the motion. The motion passed unanimously.

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. 26-027- First Reading, an Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions" to add a definition for "Charitable Institution"; Amending Chapter 2 "Land Development Process," Article II "Planning and Zoning Division Services," Section 4 "Relief Applications" to add a waiver for the Art in Public Places (AIPP) program for Charitable Institutions; and Amending Chapter 4 "Site Development Standards," Article XIV "Art in Public Places and Public Beautification," Section 2 "Art in Public Places Program" to provide a forty percent (40%) reduction of the required public art budget for qualifying charitable institutions; providing for codification; providing for severability; providing for conflicts; and providing for an effective date. Staff recommends approval of Proposed Ordinance No. 26-027 First Reading.

Interim Planning and Zoning Director Gabe Sevigny presented amendments adding a definition of charitable institutions, an application process, and a 40% reduction of the required public art budget for qualifying charitable institutions, subject to final approval by the Commission.

Commissioner McCray asked who tracks the City's art inventory and requested a report on the missing pieces raised by Ms. Oyer.

**Public Comment:**

Susan Oyer opposed incentives for tax-exempt organizations. Harry Woodworth asked staff to respond to Ms. Oyer's requests about missing art.

**Motion:**

Commissioner McCray moved to approve Proposed Ordinance No. 26-027 on first reading. Commissioner Cruz had left the meeting due to illness, and Vice Mayor Turkin was out of the chambers. The ordinance failed on first reading.

9. **City Manager's Report**

10. **Regular Agenda**

A. Discussion on the formation of a Task Force for updates to the Land Development Regulations. Requested by Vice Mayor Turkin.

Vice Mayor Turkin requested a task force, or quarterly meetings, of residents, contractors, developers, landscape architects, and staff to identify LDR provisions that hold up permits and inspections for small remodels and new homes.

Adam Temple, Assistant City Manager, noted that the City enforces the Florida Building Code, which a task force could not change, and asked for direction on scope, composition, duration, and deliverables.

Vice Mayor Turkin asked that staff bring research and options to future discussion items.

By consensus, staff will return at the next meeting with the questions and parameters needed to form the task force.

B. Proposed Ordinance No. 26-025- Second Reading: An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Part III, Land Development Regulations, Chapter 4, Article X "Flood Prevention Requirements," Section 1 "General," and Section 5 "Specific Requirements by Type of Improvement or Development," of the City Code of Ordinance to Ensure Compliance with State Statute, Providing for Codification, Providing for Severability, Providing for Conflicts, and Providing for an Effective Date.
Staff recommends approval of Proposed Ordinance No. 26-025, Second Reading.

The item was heard ahead of Item 10.A. Staff reported no changes since first reading.

**Motion:**

Commissioner McCray moved to approve Proposed Ordinance No. 26-025 on second reading. Vice Mayor Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

C. Proposed Ordinance No. 26-026- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, approving the abandonment of a portion of a 20-foot alley, within Block 5, lying between Lot 22 and Lots 23-25, inclusive, Lake Addition to Boynton; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.
Staff recommends approval of Proposed Ordinance No. 26-026 on Second Reading.

**Motion:**

Commissioner McCray moved to approve Proposed Ordinance No. 26-026 on second reading. Vice Mayor Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

D. Proposed Resolution No. R26-173- Authorizing the City Manager to send a notice of non-renewal of the FlockOS Elite and Flock Safety Program Order to Flock Group, Inc. Staff recommends approval of Proposed Resolution No. R26-173.

Police Chief DeGiulio explained that the non-renewal applies only to the FlockOS dashboard software, not the cameras, because Real Time Crime Center analysts find the native platforms easier to use. He reported new ALPR safeguards: data retention reduced from 30 days to seven days, and three mandatory fields required for every search (case number, investigative purpose, and associated crime). Planned changes include restricting data sharing with outside agencies, tiered user roles, and a narrower list of searchable crimes.

Commissioner Kelley asked whether agencies receiving shared data can be barred from re-sharing it. Mayor Shelton requested information on alternative vendors.

By consensus, the Flock/ALPR presentation and finalized policy will be heard early on the October 6 agenda, and the City Manager and City Attorney annual reviews will move to the second meeting in October.

**Motion:**

Commissioner Kelley moved to approve Proposed Resolution No. R26-173. Commissioner McCray seconded the motion. The motion passed unanimously.

11. **Future Agenda Items**

A. An Ordinance on the censure of City Commission members.
**October 20, 2026**
Requested by City Commission consensus.

B. Presentation on the City's use of Flock equipment and other technology. To include risk analysis. **October 20, 2026.**
Requested by City Commission consensus.

C. Discussion on procurement policies to provide preferences or a point system for disabled veterans. - **Pending date from City Commission to discuss.**
Requested by Vice Mayor Turkin.

D. Discussion on how to reduce permitting costs for senior citizens. - **Pending date from City Commission to discuss.**

Requested by Vice Mayor Turkin.

12. **Adjournment**

**Motion:**

Commissioner McCray moved to adjourn the meeting. Commissioner Kelley seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 9:25 P.M.

CITY OF BOYNTON BEACH
ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-214- Approve and authorize the issuance of Purchase Orders for the acquisition of vehicles and equipment scheduled in the FY2026/2027 replacement budget, utilizing the following contracts: Florida Sheriffs Association (FSA) Cooperative Purchasing Program Contracts, Sourcewell Contracts, the Florida Department of Management Services (DMS) State Term Contract, the Charlotte County Contract, the City of Tallahassee Contract, the Hillsborough County Sheriff's Office Contract, the Bradford County Sheriff's Office Contract (Duval Ford), OMNIA Partners Contracts, the HGAC-Buy (Houston-Galveston Area Council) Contract, the U.S. General Services Administration (GSA) Contracts, and the Virginia Sheriffs' Association (VSA) Contracts, to be financed through a Lease-Purchase arrangement, for an estimated financing total amount of $8,221,170.11, plus a contingency of twenty percent (20%) or $1,644,234.02, for a total amount not to exceed $9,865,404.13, should the vehicles and/or equipment no longer be available and new models be delivered; and further authorize the use of these same contracts during FY2026/2027 for the acquisition of additional vehicles and equipment as needed (e.g., totaled vehicles, mid-year position additions), provided that funding is budgeted.**

**Requested Action:** Staff recommends approval of Proposed Resolution No. R26-214.

---

**Explanation of Request:** The Fleet Management & Mobility Division, in coordination with the Procurement Services, recommends approval to utilize the following cooperative and state contracts for the acquisition of the vehicles and equipment scheduled in the FY2026/2027 replacement budget:

- Florida Sheriffs Association (FSA) Cooperative Purchasing Program Contracts
- Sourcewell Contracts
- Florida Department of Management Services (DMS) State Term Contract
- Charlotte County Contract
- City of Tallahassee Contract
- Hillsborough County Sheriff's Office Contract
- Bradford County Sheriff's Office Contract
- OMNIA Partners Contracts
- HGAC-Buy (Houston-Galveston Area Council) Contract
- U.S. General Services Administration (GSA) Contracts
- Virginia Sheriff`s Association (VSA)

These contracts are competitively awarded and provide the City with the best pricing available

through volume purchasing. Market conditions for vehicles remain volatile, making immediate authorization necessary to ensure timely delivery. Procurement and the Fleet Division will review all quotes to ensure compliance with contract pricing and terms. Contracts may be renewed, extended, or replaced by successor contracts; however, this approval will remain valid under such updates.

Financing: The vehicles and equipment will be acquired through a lease-to-purchase arrangement. The City will issue the Purchase Orders under the cooperative contracts listed above, but the City will not pay the vendor invoices directly with City funds. Upon delivery and acceptance of each unit, the lessor will pay the vendor's invoice, and the City will make monthly lease payments to the lessor over the term of the lease.

Additional Acquisitions: In addition to the scheduled FY2026/2027 replacements and expansions financed through the lease-purchase arrangement, the Resolution authorizes the use of these same contracts during FY2026/2027 to acquire vehicles and equipment not currently on the replacement list, should the need arise, provided that funding is budgeted. This includes circumstances such as vehicles being totaled, positions added mid-year, or other unforeseen operational requirements. This authorization is in addition to the not to exceed amount for the scheduled vehicles and equipment.

**How will this affect city programs or services?** This action ensures continuity of essential City services by maintaining a reliable fleet, supporting public safety, solid waste, utilities, and other departments. Allowing acquisitions outside the replacement list ensures flexibility to respond quickly to operational needs.

**Budgeted Item:** Yes

**Account Line Item and Description:** 501-2516-519.44-35 | RENTALS & LEASES / VEHICLE LEASES

**Procurement Methodology Bids and Purchases Only: Piggyback Exemption:**

Piggybacking on competitively awarded cooperative and state contracts gives the City the economy of scale of volume purchasing, along with pricing and terms already vetted through a competitive solicitation by the sponsoring agency. Using these contracts for the FY2026/2027 vehicle and equipment replacement program avoids the time and cost of individual solicitations, which matters in a volatile vehicle market where delayed orders risk lost production slots and higher prices.

Before any Purchase Order is issued, Procurement Services and the Fleet Division will review each vendor quote to confirm that:

- the vendor is an authorized awardee or authorized dealer under the cooperative contract, and the contract is active and in good standing;
- the quoted pricing follows the contract’s piggyback pricing, meaning contract-awarded pricing, discount structure, or pricebook, with no markups beyond what the contract permits;
- any options, accessories, upfit, freight, and fees are either contract-authorized or priced

as allowable line items;
- the quote reflects the contract's terms and conditions; and
- the purchase is within the approved budget and the Purchasing Policy.

Procurement Services will not issue a Purchase Order for any quote that does not conform to the cooperative contract's pricing and terms. Documentation supporting each purchase, including the contract number, pricing verification, and quote, will be retained in the procurement file.

**Fiscal Impact:** This is a budgeted item. Under the lease-to-purchase arrangement, the City's FY2026/2027 cash outlay will consist of lease payments, which will depend on the timing of delivery and acceptance of each vehicle and piece of equipment and on the final contract pricing at the time of purchase. Total acquisition costs for scheduled items will not exceed the amounts authorized by this Resolution. Additional vehicle purchases shall not exceed the budgeted amount for such purchase.

---

**Attachments:**
R26-214 Resolution_R26-XXX_FY2026-2027_Vehicle_and_Equipment_Acquisitions_Lease-Purchase_REV.docx
Exhibit A to Resolution - Vehicle Replacement FY26-27
Exhibit B to Resolution - Vehicle Additions FY26-27
Sourcewell Contract 032824-NAF - National Auto Fleet Group Contract Packet
Sourcewell Contract 091521-NAF - National Auto Fleet Contract Extension
Sourcewell Contract 110223-THC - Heil Environmental
City of Tallahassee Agreement 5179 - Amendment 1 (Alan Jay Fleet Sales)
Hillsborough County Sheriff's Office FSA-HCS-AVP1.0 - Assorted Vehicle Procurement
Bradford County Sheriff's Office Contract BCSO 22-27-1.0 - Duval Ford
Final Ordered List with terms 11-6 Final.xlsx

**RESOLUTION NO. R26-214**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR THE ACQUISITION OF VEHICLES AND EQUIPMENT SCHEDULED IN THE FISCAL YEAR 2026/2027 REPLACEMENT BUDGET, UTILIZING COOPERATIVE PURCHASING, STATE, AND OTHER GOVERNMENTAL CONTRACTS, TO BE FINANCED THROUGH A LEASE-PURCHASE ARRANGEMENT FOR AN ESTIMATED TOTAL AMOUNT OF $8,221,170.11, PLUS A TWENTY PERCENT (20%) CONTINGENCY OF $1,644,234.02, FOR A TOTAL FINANCING AMOUNT NOT TO EXCEED $9,865,404.13; AUTHORIZING THE USE OF THE SAME CONTRACTS FOR THE ACQUISITION OF ADDITIONAL VEHICLES AND EQUIPMENT AS NEEDED DURING FISCAL YEAR 2026/2027, PROVIDED THAT FUNDING IS BUDGETED; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City's Fiscal Year 2026/2027 budget schedules the replacement of fifty-eight (58) vehicles and equipment units, as listed in Exhibit A, and the addition of seventeen (17) vehicles and equipment units, as listed in Exhibit B (collectively, the "Vehicles and Equipment"), which, based on current pricing, have an estimated total cost of Eight Million Two Hundred Twenty-One Thousand One Hundred Seventy Dollars and Eleven Cents ($8,221,170.11); and

**WHEREAS**, the City's Fleet Management & Mobility Division, in coordination with Procurement Services, recommends the use of the following competitively awarded cooperative, state, and governmental contracts for the acquisition of the Vehicles and Equipment: Florida Sheriffs Association ("FSA") Cooperative Purchasing Program contracts; Sourcewell contracts; the Florida Department of Management Services ("DMS") State Term Contract; the Charlotte County contract; the City of Tallahassee contract; the Hillsborough County Sheriff's Office contract; the Bradford County Sheriff's Office contract (Duval Ford); OMNIA Partners contracts; the Houston-Galveston Area Council ("HGAC-Buy") contract; the U.S. General Services Administration ("GSA") contracts; and the Virginia Sheriffs' Association ("VSA") contracts (collectively, the "Contracts"); and

**WHEREAS**, the Contracts were competitively awarded by their sponsoring agencies and provide the City with the economy of scale of volume purchasing, along with pricing and terms already vetted through a competitive solicitation, and their use avoids the time and cost of individual solicitations in a volatile vehicle market in which delayed orders risk lost production

slots and higher prices; and

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

**WHEREAS**, contemporaneously with this Resolution, the City Commission is considering a Master Equipment Lease Purchase Agreement, Schedules of Equipment Nos. 1 and 2, an Escrow Agreement with U.S. Bank National Association, and a Federal Tax Agreement with Lease Servicing Center, Inc. dba NCL Government Capital ("NCL"), utilizing Sourcewell Contract No. 092424-NCL, in a total amount of $8,221,170.11 (the "Lease Purchase Agreement"), to finance the Fiscal Year 2026/2027 fleet replacements and acquisitions, under which the City will issue Purchase Orders under the Contracts and make fixed annual payments to NCL over five (5) and seven (7) year terms; and

**WHEREAS**, in addition to the scheduled Fiscal Year 2026/2027 replacements and additions, the need may arise to acquire vehicles and equipment not currently listed in Exhibit A or Exhibit B, including in circumstances such as vehicles being totaled, positions added mid-year, or other unforeseen operational requirements, and staff recommends that the City Commission authorize the use of the Contracts for such additional acquisitions during Fiscal Year 2026/2027, in addition to the not to exceed amount for the Vehicles and Equipment, provided that funding for each such acquisition is budgeted; and

**WHEREAS**, staff recommends a contingency of twenty percent (20%), or One Million Six Hundred Forty-Four Thousand Two Hundred Thirty-Four Dollars and Two Cents ($1,644,234.02), should the listed Vehicles and Equipment no longer be available, and new models be delivered, for a total amount not to exceed Nine Million Eight Hundred Sixty-Five Thousand Four Hundred Four Dollars and Thirteen Cents ($9,865,404.13); and

**WHEREAS**, the Contracts may be renewed, extended, or replaced by successor contracts during Fiscal Year 2026/2027, and staff recommends that this approval remain valid under any such renewal, extension, or successor contract; 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 and authorize the issuance of Purchase Orders under the Contracts, to be financed, in whole or in part, through the Lease Purchase Agreement, for the acquisition of the Vehicles and Equipment, for an estimated total amount of $8,221,170.11, plus a twenty percent (20%) contingency of $1,644,234.02, for a total amount not to exceed $9,865,404.13, and to authorize the use of the Contracts for the acquisition of additional vehicles and equipment as needed during Fiscal Year 2026/2027, provided that funding is budgeted.

**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 use of the Contracts and authorizes the issuance of Purchase Orders under the Contracts, to be financed, in whole or in part, through the Lease Purchase Agreement, for the acquisition of the Vehicles and Equipment listed in **Exhibit A** and Exhibit B, for an estimated total amount of $8,221,170.11, plus a twenty percent (20%) contingency of $1,644,234.02, for a total amount not to exceed $9,865,404.13. In addition to the foregoing not to exceed amount, the City Commission further authorizes the use of the Contracts during Fiscal Year 2026/2027 for the acquisition of vehicles and equipment not listed in Exhibit A or Exhibit B, including replacements of totaled vehicles, vehicles for positions added mid-year, and other unforeseen operational requirements, provided that funding for each such acquisition is budgeted and appropriated in the City's Fiscal Year 2026/2027 budget. This approval shall remain valid under any renewal, extension, or successor contract to any of the Contracts.

**SECTION 3**. Purchase Orders issued pursuant to this Resolution shall be issued in accordance with the pricing and terms of the applicable Contract and the City's Purchasing Policy Manual. The City Manager or designee is authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

**SECTION 4**. A copy of this Resolution shall be provided to the Procurement Department for the issuance of Purchase Orders in accordance with this Resolution.

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

[SIGNATURE PAGE TO FOLLOW]

**RESOLUTION NO. R26-214**

**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

# City of Boynton Beach
# Exhibit A - Vehicle Replacement List FY2026/2027
Public Works - Fleet Management & Mobility Division

| Unit # | Current Equipment | Replacement / Description | Budget |
|---|---|---|---|
| **POLICE DEPARTMENT** | | | |
| 3915 | 2018 CHEVY MALIBU | NISSAN PATHFINDER OR SIMILAR SUV | $50,000 |
| 3918 | 2019 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 3837 | 2018 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 3863 | 2018 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 3225 | 2018 FORD FUSION(3838) | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 3835 | 2018 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 3016 | 2020 FORD ESCAPE | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 7100 | 2021 DODGE DURANGO | FORD EXPLORER NON PURSUIT OR SIMILAR SUV | $58,000 |
| 3303 | 2023 CHEVY TAHOE | CHEVY TAHOE OR SILVERADO | $80,000 |
| 3223 | 2022 CHEVY TAHOE | FORD EXPLORER NON PURSUIT OR SIMILAR SUV OR PICK UP | $58,000 |
| 3056 | 2020 GMC ARCADIA | NISSAN PATHFINDER OR SIMILAR SUV | $50,000 |
| 3420 | 2021 CHEVY TRAVERSE | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 3234 | 2021 CHEVY TRAVERSE | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 3229 | 2021 CHEVY TRAVERSE | CHEVY TRAVERSE OR SIMILAR SUV | $58,000 |
| 4027 | 2020 CHEVY TAHOE | FORD F150 RESPONDER MARKED K9 PACKAGE | $75,000 |
| 4968 | 2019 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4276 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4057 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4274 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4034 | 2020 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4052 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4271 | 2022 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4054 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4050 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| 4301 | 2023 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $80,000 |
| - | 2023 MERCURY 300XL OUTBOARD ENGINE | 2026 MERCURY 300CXL ENGINE | $25,000 |
| - | 2023 MERCURY 300XL OUTBOARD ENGINE | 2026 MERCURY 300CXL ENGINE | $25,000 |
| | | **Subtotal - POLICE DEPARTMENT** | **$1,743,000** |
| **FIRE** | | | |
| 847 | 2013 FORD F250 | FORD F250 /F350 - CREW CAB, WHITE,, 4X4, 6.7 DIESEL,STX.UTILITY BODY | $85,000 |
| 899 | 2020 FORD ESCAPE | CHEVY TAHOE, WHITE, ADMIN PKG LIGHTS, VISIOR RED/CLEAR, REAR WINDOW | $80,000 |

| Unit # | Current Equipment | Replacement / Description | Budget |
|---|---|---|---|
| 869 | 2020 FORD EXPLORER | CHEVY SUBURBAN, RED - OR F250 | $75,000 |
| 8604 | 2006 LAND PRIDE UTILITY CART | CAN AM UTV SERV CART | $55,000 |
| 8919 | 2019 MOTO UTILITY CART | CAN AM UTV SERV CART | $55,000 |
| 890 | 2009 CHEVY EXPRESS VAN | FORD T150 CARGO VAN,WHITE CARGO LIGHT | $58,000 |
| 848 | 2013 FORD F150 | CHEVY TAHOE PPV, WHITE,LIGHTS, SIREN, NO CENTER CONSOLE, NO BRUSH GUARD | $75,000 |
| | | **Subtotal - FIRE** | **$483,000** |
| **SOLID WASTE** | | | |
| 1975 | 2019 CHEVY SILVERADO | FORD F150 CREW CAB, HYBRID, STROBES, TOW PKG OR SIMILAR | $58,000 |
| 1207 | 2022 AUTOCAR AUTOMATED SIDE LOADER | MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR SIMILAR | $470,000 |
| 1208 | 2022 AUTOCAR AUTOMATED SIDE LOADER | MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR SIMILAR | $470,000 |
| 1209 | 2022 PETERBILT AUTOMATED SIDE LOADER | MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR SIMILAR | $470,000 |
| 1862 | 2018 FREIGHTLINER GRAPPLE TRUCK | MACK MD7 TRASH TRUCK | $160,000 |
| 1003 | 2020 AUTOCAR REAR LOADER | MACK GRANITE W/HEIL REAR LOADER 28CYD, DUAL TIPPER, 360 CAMERAS | $400,000 |
| 1980 | 2019 AUTOCAR ROLL OFF | MACK TE OR GRANITE ROLL OFF TRUCK W/ GALBREATH HOIST | $290,000 |
| | | **Subtotal - SOLID WASTE** | **$2,318,000** |
| **FACILITIES MANAGEMENT** | | | |
| 8654 | 2016 GENIE ARTICULATED BOOM LIFT | FORD F550/600, GAS, WITH TEREX 40 ARTICULATING / TELESCOPING AERIAL | $250,000 |
| | | **Subtotal - FACILITIES MANAGEMENT** | **$250,000** |
| **PARKS & GROUNDS** | | | |
| 8651 | 2016 BOBCAT | CAT 265 TRACK LOADER, AC, MULTI PURPOSE BUCKET, FORKS, STUMP GRINDER | $165,000 |
| 5912 | 2019 CHEVY SILVERADO | FORD F150 CREW CAB, HYBRID, STROBES, TOW PKG OR SIMILAR | $58,000 |
| 8907 | 2019 POLARIS UTV | KUBUTA UTV, DUMP BED | $27,000 |
| | | **Subtotal - PARKS & GROUNDS** | **$250,000** |
| **BB MEMORIAL PARK** | | | |
| 8511 | 2000 12FT OPEN UTILITY TRAILER | 10 FT DUMP TRAILER | $15,000 |
| 8512 | 2000 12FT OPEN UTILITY TRAILER | 16 FT ENCLOSED TRAILER | $15,000 |
| | | **Subtotal - BB MEMORIAL PARK** | **$30,000** |
| **BEAUTIFICATION & STREETS** | | | |
| 5904 | 2019 CHEVY SILVERADO | FORD F250, CREW CAB, 4X4, TOW PKG | $70,000 |
| | | **Subtotal - BEAUTIFICATION & STREETS** | **$70,000** |
| **FINANCE** | | | |
| 7702 | 2020 FORD EXPLORER | CHEVY TAHOE | $70,000 |
| | | **Subtotal - FINANCE** | **$70,000** |

| Unit # | Current Equipment | Replacement / Description | Budget |
|---|---|---|---|
| **WASTEWATER COLLECTION** | | | |
| 2911 | 2019 F450 TV BOX TRUCK | FORD F550, GAS, TV BOX TRUCK, STROBES | $650,000 |
| | | **Subtotal - WASTEWATER COLLECTION** | **$650,000** |
| **WASTEWATER PUMPING STATIONS** | | | |
| 2635 | 2016 FORD F350 UTILITY BODY | FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR, STROBES | $130,000 |
| 2538 | 2016 FORD ESCAPE | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $85,000 |
| 2637 | 2015 F550 UTILITY BODY WITH CRANE | FORD F550, DIESEL, UTILITY BODY,HC8X AUTO CRANE, VISE, LIGHT BAR | $185,000 |
| 2640 | 2015 F550 UTILITY BODY WITH CRANE | FORD F550, DIESEL, UTILITY BODY,HC8X AUTO CRANE, VISE, LIGHT BAR | $185,000 |
| | | **Subtotal - WASTEWATER PUMPING STATIONS** | **$585,000** |
| **WATER DISTRIBUTION** | | | |
| 8122 | 2002 WELLS FARGO TRAILER | 8.5 X 20FT ENCLOSED TRAILER, RAMP DOOR FLAT NOSE | $15,000 |
| 1883 | WACH VALVE ADJUSTING TRAILER | FORD F550, EXT CAB, GAS WITH WACH VALVE ADJUSTING SKID BODY | $260,000 |
| | | **Subtotal - WATER DISTRIBUTION** | **$275,000** |
| **UTILITIES ENGINEERING** | | | |
| 2904 | 2019 CHEVY SILVERADO | FORD F150 OR CHEVY/GMC 1500 CREW CAB, LONG BED,4X4,STROBES, LGT BAR | $60,000 |
| 2043 | 2019 FORD ESCAPE | FORD F150 OR CHEVY/GMC 1500 CREW CAB, LONG BED,4X4,STROBES, LGT BAR | $60,000 |
| | | **Subtotal - UTILITIES ENGINEERING** | **$120,000** |
| | | **GRAND TOTAL (58 units)** | **$6,844,000** |

# City of Boynton Beach
# Exhibit B - Vehicle Additions FY2026/2027

Public Works - Fleet Management & Mobility Division

| Unit # | Current Equipment / Reference | Replacement / Description | Budget |
|---|---|---|---|
| **PARKS & GROUNDS** | | | |
| NEW | 2010 CHEVY SILVERADO 3500 DUMP TRUCK 6005 DNR | FORD F550,CREW CAB DIESEL, 9 FT HYD DUMP BODY, ELEC TARP, TOW PKG | $160,000 |
| | | **Subtotal - PARKS & GROUNDS** | **$160,000** |
| **BUILDING** | | | |
| NEW | 2022 FORD MAVERICK (6201 - 897 CODE) | FORD MAVERICK, HYBRID, STROBES, BED COVER | $42,000 |
| NEW | 2022 FORD MAVERICK (6202 - 868 CODE) | FORD MAVERICK, HYBRID, STROBES, BED COVER | $42,000 |
| | | **Subtotal - BUILDING** | **$84,000** |
| **METER READING & SERVICES** | | | |
| NEW | TO BE BUDGETED SEPARATELY- NEW ADDITION | FORD MAVERICK, HYBRID, STROBES, BED COVER | $42,000 |
| | | **Subtotal - METER READING & SERVICES** | **$42,000** |
| **PUBLIC WATER TREATMENT** | | | |
| NEW | TO BE BUDGETED SEPARATELY- NEW ADDITION | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $85,000 |
| | | **Subtotal - PUBLIC WATER TREATMENT** | **$85,000** |
| **UTILITY ADMINISTRATION** | | | |
| NEW | TO BE BUDGETED SEPARATELY-DNR REPLACE 3625 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $85,000 |
| NEW | TO BE BUDGETED SEPARATELY-DNR REPLACE 4813 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $85,000 |
| | | **Subtotal - UTILITY ADMINISTRATION** | **$170,000** |
| **WATER DISTRIBUTION** | | | |
| NEW | TO BE BUDGETED SEPARATELY-DNR REPLACE 3631 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $85,000 |
| | | **Subtotal - WATER DISTRIBUTION** | **$85,000** |
| **STORMWATER MAINTENANCE** | | | |
| NEW | TO BE BUDGETED SEPARATELY-DNR REPLACE 4213 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $85,000 |
| NEW | TO BE BUDGETED SEPARATELY-DNR REPLACE 2522 | FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR | $130,000 |
| NEW | TO BE BUDGETED SEPARATELY-DNR REPLACE 2501 | FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR | $130,000 |
| NEW | TO BE BUDGETED SEPARATELY-DNR REPLACE 2527 | FORD F350, UTILITY BODY, VMAC COMPRESSOR, LIGHT BAR, LIFT GATE | $130,000 |
| | | **Subtotal - STORMWATER MAINTENANCE** | **$475,000** |
| **WASTEWATER COLLECTION** | | | |
| NEW | TO BE BUDGETED SEPARATELY-DNR REPLACE 863 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $85,000 |
| | | **Subtotal - WASTEWATER COLLECTION** | **$85,000** |
| **SOLID WASTE** | | | |
| NEW | TO BE BUDGETED SEPARATELY BY DEPARTMENT | MACK GRANITE W/ HEIL SPLIT BODY RECYCLE TRUCK | $550,000 |
| NEW | TO BE BUDGETED SEPARATELY BY DEPARTMENT | MACK GRANITE W/ BRUSH HAWG GRAPPLE OR SIMILAR | $350,000 |
| NEW | TO BE BUDGETED SEPARATELY BY DEPARTMENT | MACK GRANITE W/ BRUSH HAWG GRAPPLE OR SIMILAR | $350,000 |
| | | **Subtotal - SOLID WASTE** | **$1,250,000** |
| **GOLF COURSE MAINTENANCE** | | | |
| NEW | TO BE BUDGETED SEPARATELY BY DEPARTMENT | TORO REEL MASTER 3575D | $75,000 |
| | | **Subtotal - GOLF COURSE MAINTENANCE** | **$75,000** |
| | | **GRAND TOTAL (17 units)** | **$2,511,000** |

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



Sourcewell

**Solicitation Number: RFP #032824**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

**21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

DocuSign Envelope ID: 5406FEF8-8848-413A-91A9-D8AB6FD40134



R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

| Sourcewell | 72 Hour LLC, dba National Auto Fleet Group |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: Jesse Cooper FACBB5730C1E467... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Jesse Cooper |
| Title: Chief Procurement Officer | Title: National Fleet Manager |
| Date: 7/2/2024 \| 2:37 PM CDT | Date: 7/2/2024 \| 2:04 PM CDT |

# RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

### Vendor Details

| | |
|---|---|
| Company Name: | 72 HOUR LLC |
| Does your company conduct business under any other name? If yes, please state: | National Auto Fleet Group |
| Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 |
| Contact: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Phone: | 951-440-0585 |
| Fax: | 831-840-8497 |
| HST#: | 263297677 |

### Submission Details

| | |
|---|---|
| Created On: | Thursday February 08, 2024 14:26:39 |
| Submitted On: | Wednesday March 27, 2024 18:09:27 |
| Submitted By: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Transaction #: | de37f6a4-b806-40a7-b5b6-766f219b36f2 |
| Submitter's IP Address: | 104.35.160.44 |

**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | 72 HOUR, LLC | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | 72 Hour, LLC | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | National Auto Fleet Group | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Y1FHD2Z1ZDY5 | * |
| 5 | Proposer Physical Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 | * |
| 6 | Proposer website address (or addresses): | www.Nationalautofleetgroup.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jesse Cooper<br>National Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com<br>855-289-6572 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jesse Cooper<br>National Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Jcooper@nationalautofleetgroup.com<br>855-289-6572 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Clarke Cooper<br>National Fleet Manager<br>490 Auto Center Drive<br>Watsonville, CA 95076<br>Clarkecooper@watsonvillefleetgroup.com<br><br>818-618-6136 | |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | National Auto Fleet Group was established in 1987 in Southern California, and boasts a rich history of family-driven success. From humble beginnings with a single dealership, we've grown into a nationwide network of over 15 dealerships, thanks to the dedication and vision of our father.<br>One of our core values has always been fostering a strong company culture, and we achieve this by prioritizing internal growth. We proudly promote from within, leveraging the talent and experience of our dedicated team members. This approach not only ensures continuity and a deep understanding of our values, but also fosters a sense of loyalty and belonging among our employees.<br>This commitment to internal development has been instrumental in our expansion, allowing us to cultivate a leadership team that embodies our core values and drives our continued success. We are proud of the journey we've taken and excited for the future, as we continue to empower our team and provide exceptional service to our customers.<br>For over 35 years, National Auto Fleet Group has remained a family-owned and operated company. The Cooper family has deep roots in the automobile industry, with a passion for exceeding expectations passed down through generations. Today, even our future generations are learning the ropes, ensuring decades more of industry leadership.<br>We aren't just selling vehicles; we're building relationships that last. Our family values of integrity, dedication, and customer service permeate everything we do. This commitment has earned us numerous industry awards and the trust of countless clients. But this is just the beginning. With fresh perspectives from future generations joining the team, we're excited to lead the industry for decades to come.<br>National Auto Fleet Group isn't just about delivering vehicles; it's about delivering peace of mind. Our unwavering commitment to the 4 RIGHTs: delivering the RIGHT vehicle, at the RIGHT time, to the RIGHT place, and at the RIGHT price, ensures our clients experience unmatched satisfaction and success.<br>Since 1987, we've witnessed the auto industry shift gears, evolving from gas-powered machines to the cutting edge of all-electric and fuel cell technology. Through it all, one thing has remained constant: our core values.<br>Even in today's rapidly changing landscape, we hold steadfast to the principles that have guided us for decades. These values – internal growth, customer focus, efficiency, teamwork, accountability and integrity are the engine that powers our growth and fuels our commitment to exceeding expectations.<br>While the vehicles we offer may have changed, our dedication to providing superior customer service remains as strong as ever. We embrace the future with the same passion and determination that fueled our success in the past, ensuring that our customers continue to receive the exceptional service they deserve. | * |
| 11 | What are your company's expectations in the event of an award? | Securing another Sourcewell contract would mark our sixth, propelling us to even greater heights by leveraging our proven track record of serving customers nationwide. This expansion fuels our commitment to invest in our divisions, particularly our Partner Program (details in uploaded Zip file). This innovative program empowers members to recommend local upfitters, fostering win-win partnerships and delivering | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | We have demonstrated throughout the past 12 years to our financial institutions that we stability in the market place and with this meaning data our bank has provided us with a $ 72,000,000 floor plan limit to help in our growing operations which include Sourcewell Members. | * |
| 13 | What is your US market share for the solutions that you are proposing? | Our US market share for the products and models we are offering is roughly 70-80% as represented by the 15 manufacturers. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | While we haven't yet entered the Canadian market, National Auto Fleet Group's proven track record of success fuels our aggressive expansion plans, with a strong focus on international markets like Canada. We are confident that our expertise and commitment to innovation will allow us to make a significant impact in the near future, expanding our reach and serving customers across new borders. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br><br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br><br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | A) we are best described as a distributor/dealer/reseller and all our written authorization documents are attached in the Related Certificates section. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | What is required does vary from state to state however we 72 Hour LLC, do hold all applicable licenses and certifications required by the State of California to sell, service and delivery New/Unused Vehicles we are franchised for and sell, service and delivery any vehicle we are not franchised for through our resellers permit. All our dealer partners across the county have provide us with there dealer certificates and department of motor vehicles certificates to allow NAFG to partner and sell there products. All documents are attached in the Certificates section. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None exist | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * |
|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | NAFG has a strong track record of success, consistently ranking among the top dealerships in Government Sales for Ford Motor Company and receiving high recognition from General Motors for its Chevrolet brand.<br><br>The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years |
| 20 | What percentage of your sales are to the governmental sector in the past three years | In our division in Fleet, we have sold about 95% to Government accounts |
| 21 | What percentage of your sales are to the education sector in the past three years | As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts. |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | We hold the State of California contract with volumes from 200 to 500 units a year during the past three years.<br>Second, our Sourcewell Contract's 091521 and 060920 which over the past three years<br>LADWP Contracts valued over $ 220,000,000<br>City of San Diego Contracts valued over $ 120,000,000 |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California. |

**Table 4: References/Testimonials**

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|---|---|---|
| Port of Los Angeles (CA) | David Comer | 310-732-3794 |
| Los Angeles Department of Water & Power (CA) | Philip Ly | 818-771-3607 |
| City of Jersey City (NJ) | James Lovero | 201-547-4423 |
| Washington Suburban Sanitary Commission (Maryland) | Jarrett Baumgartner | 301-206-4226 |
| Town of Hempstead (NY) | Christopher Carter | 516-812-3555 |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|---|---|---|---|---|---|
| Port of Los Angeles<br>Mr. David Comer<br>310-732-3794 | Government | California - CA | Provided New Vehicles with Upfits | Over $1,000,000 | Over $ 3,000,000 |
| Los Angeles Department of Water & Power<br>Mr. Philip Ly<br>818-771-3607 | Government | California - CA | Provided New Vehicles with Upfits | Over $ 20,000,000 | Over $ 80,000,000 |
| City of Jersey City<br>Mr. James Lovero<br>201-547-4423 | Government | New Jersey - NJ | Provided New Vehicles with Upfits | Over $1,000,000 | Over $ 3,000,000 |
| Washington Suburban Sanitary Commission<br>Mr. Jarrett Baumgartner<br>301-206-4226 | Government | Maryland - MD | Provided New Vehicles with Upfits | Over $1,000,000 | Over $ 3,000,000 |
| El Paso Water<br>Mr. Ivan Ibarra<br>915-594-5712 | Government | Texas - TX | Provided New Vehicles with Upfits | Over $1,000,000 | Over $ 3,000,000 |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 26 | Sales force. | National Auto Fleet Group boasts a robust sales force exceeding 100 dedicated personnel. This includes both direct employees and a network of partner dealers, ensuring comprehensive support for dealerships and our dedicated fleet division. Our indirect sales force seamlessly complements our direct team, effectively serving existing member needs. As our member base expands, we're committed to scaling our team accordingly to maintain exceptional service levels. | * |
| 27 | Dealer network or other distribution methods. | NAFG leverages an unparalleled franchise network encompassing 15 leading manufacturers. These industry giants, like (Ford Motor Company, General Motors, CDJR, etc..), boast a nationwide presence, ensuring our members receive seamless service and warranty repairs for their vehicles. Historically, auto manufacturers have faced challenges in distributing automobiles and cab chassis. However, the United States boasts the world's most efficient automotive supply chain network, and as franchised dealers of these renowned brands, NAFG capitalizes on this advantage to efficiently ship and supply vehicles to our members nationwide. | * |
| 28 | Service force. | Our extensive network of service locations, spanning thousands of facilities across our 15 manufacturers, ensures convenient access for our members. This comprehensive coverage allows them to easily find service stations or warranty repair facilities nearby, minimizing downtime and maximizing convenience. While Alaska and Hawaii may have slightly larger distances between dealerships, our members can still rely on our network for support, potentially with extended lead times. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Members can place orders with NAFG for all products we are offering, we will either place the order with the OEM as we are franchised for or we will provide the order to our partner dealer who was part of the quote generation from the start with the member so we can allow there relationship to maintain while serving the member. NAFG maintains the role of administering and facilitating the transaction between the member and the OEM dealer. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable.<br><br>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | I understand that you want me to use the information in your ZIP file, specifically the "Member Walk Through" document, as a reference to explain your Customer Service programs. Here's a breakdown based on the information you provided:<br>Obtaining Quotes Online:<br>● Members can register on our website (https://www.nationalautofleetgroup.com/) for free. This protects member pricing.<br>● After registration, they'll receive a welcome email with a demo video explaining the website.<br>● A secure dashboard keeps all quotes organized.<br>● Members choose their desired brand, model year, and category (cars, vans, etc.).<br>● Filters help narrow down options (cab style, drivetrain, bed length).<br>● All available factory options are displayed for easy selection.<br>● Sourcewell Price reports show MSRP, member price, and savings (percentage and dollar amount).<br>● Optional extras include additional keys, manuals, sales tax, and upfits.<br>● A final, printable quote package includes a unique Sourcewell Quote ID number, description, and specifications.<br>Partnering with Upfitters:<br>● A dedicated website (https://www.nationalautofleetgroup.com/) connects members with upfitters.<br>● Upfitters can learn about partnering with NAFG to serve local members.<br>● This simplifies the process of getting a vehicle upfitted.<br>Tracking Orders:<br>● Members can track orders directly on the main website using the "Track your order" feature.<br>● Orders can be tracked by entering the purchase order number, quote ID, upfit quote ID, or VIN.<br>Order Confirmation:<br>● NAFG sends a courtesy confirmation email to double-check order details (color, quantity, upfit, specifications).<br>● Title information is requested to expedite paperwork at delivery.<br>Factory Order Cut-Off Notices:<br>● The website highlights upcoming factory order cut-off dates.<br>● This information is also printed on the quote cover page (when available).<br>Price Validation Example:<br>● A sample build process showcases member pricing benefits.<br>● The example shows the difference between MSRP, member price, and total savings (percentage and dollar amount). (Provide an example with savings %)<br>● This emphasizes the additional discount offered by NAFG. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | National Auto Fleet Group is poised to expand into Canada, leveraging our proven business model and expertise. We believe the favorable exchange rate and our competitive pricing structure create an ideal opportunity to partner with Canadian dealer groups, ultimately serving members across North America. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We are not serving Canada at this moment. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.<br><br>Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We're happy to service all Sourcewell members through our 24/7 website. We offer government members a specific discount program in recognition of their use of taxpayer funds.<br><br>For non-profit organizations, we've designed a tailored pricing program to meet their unique needs and budgets. We'll work with each non-profit on a case-by-case basis to ensure they receive the most value from our services. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | For members in Alaska, Hawaii, and US Territories, the only membership requirement is the same as for all other members. However, due to logistical shipping constraints in these regions, additional costs may apply.<br>We currently provide members in Alaska with chassis cabs with upfits. In these cases, the member agrees to cover the extra shipping cost, port cost, and driver cost associated with loading and unloading their vehicles from port to port. This additional cost would be clearly outlined in any quote provided to members in these regions. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
|---|---|---|---|

| | | |
|---|---|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | National Auto Fleet Group utilizes a number of outbound strategies to promote the Sourcewell Vehicle contract. National Auto Fleet Group isn't waiting for government agencies to come knocking about the Sourcewell Vehicle contract. Instead, we're proactively hitting the gas pedal with outbound marketing strategies.<br><br>With outbound marketing, NAFG initiates by pushing the message out to our government agencies.<br><br>Examples include: .<br><br>● Cold Email Campaigns: Tailored messages reaching relevant government agencies directly. Examples include new vehicle pricing availability, in stock units, new website features, holiday themed flyers and vehicle cutoff dates.<br>● Trade Show Presence: Engaging exhibits and knowledgeable representatives making connections at key events.<br>● Targeted Content: Creating diverse campaign materials that resonate with different government segments. For example, police vehicle availability flyers for police agencies.<br>● Data-Driven Decisions: Tracking results and optimizing campaigns for maximum impact such as open rates, click-through rates to gauge the effectiveness of our email campaigns<br><br>Our use of Campaigner Email Marketing platform service is a CRM database used to monitor, send and track effectiveness of emails and more. This service has assisted in streamlining email flyer messages to many of our government agencies across the United States. Campaigner has been an essential tool in not only creating new campaigns but recurring campaigns to ensure our message is sent to new potential clients.<br><br>This type of outbound marketing fosters proactive engagement with potential customers, sparking their interest in our products. We invite them to explore the diverse product range showcased on our NAFG website, conveniently accessible through both phone calls and website visits.<br>To further empower their buying journey, we encourage registration. It not only unlocks real-time product availability, but also grants access to our innovative self-quoting system. This intuitive tool empowers customers with the autonomy to create unlimited personalized quotes, tailoring them to their specific needs and budget. By eliminating the wait for traditional quotes, this self-service option streamlines the process, fostering a sense of control and ownership for the customer. Ultimately, this outbound marketing approach, coupled with our user-friendly self-quoting system, empowers potential customers to confidently explore and confidently make informed decisions.<br><br>Business to Business Marketing: National Auto Fleet Group<br>National Auto Fleet Group (NAFG) acknowledges the importance of building strong relationships with local upfitting body companies. That's why we employ strategic business-to-business (B2B) marketing strategies to attract potential partners and create a mutually beneficial ecosystem.<br>Introducing Our Partner Website:<br>We encourage any body upfitting company to visit our dedicated partner website: www.nafgpartner.com. This platform makes it easy for local upfitting companies to explore the benefits of collaborating with NAFG.<br>Key Perks for Upfitting Body Companies:<br>● Enhanced Visibility: Get the body company's company profile listed on our website, making them searchable by NAFG's extensive network of government clients.<br>● Targeted referrals: We actively connect upfitting companies with qualified government clients seeking their specific expertise.<br>● Profile Customization: Partners are encouraged to create a unique profile showcasing the body company's strengths, experience, and service offerings.<br>● Geographic Reach: Expand the network by having our partners' contact information and location displayed on our interactive map.<br><br>By partnering with NAFG, body companies gain access to a vast pool of potential government clients seeking vehicle upfitting services. In turn, the body company helps us fulfill client needs and deliver comprehensive vehicle solutions.<br><br>National Auto Fleet Group also exercises the use of inbound marketing strategies to promote our Sourcewell Vehicle contract.<br>Our marketing department cultivates a targeted audience by maintaining a database of registered government agencies on our website and nurturing past customers who have experienced the benefits of our offerings. This allows us to deliver relevant content and resources directly to those already interested in our solutions, fostering trust and brand loyalty.<br><br>Relationship building is another technique used to foster positive relations with clients to become long-term customers. NAFG team provides excellent customer service and support to encourage word of mouth referral. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and referrals. |

| | | |
|---|---|---|
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | The creation of the National Auto Fleet Group app is one way to build a stronger relationship with interested buyers and empower them with the information they need. By downloading our NAFG app, clients are able to:<br>● Receive instant push notifications on their phones regarding new vehicle availability: Be the first to know when new vehicles arrive on the lot that match your specific needs and preferences.<br>● Stay informed about crucial cutoff dates: Ensure clients don't miss out on deadlines by having them conveniently delivered straight to your phone.<br>● View Available In-Stock Units: Scroll through a list of in stock vehicles available on our website.<br><br>A specific inbound marketing tactic that can significantly boost our online presence is the development of search engine optimization (SEO). By optimizing our website for relevant keywords and user experience, we can attract more qualified visitors organically and establish NAFG as a leading name in its field.<br><br>Here's how we're actively implementing SEO on the NAFG website:<br><br>Rewriting the NAFG Story:<br>● By crafting a compelling and informative webpage that clearly defines who we are, what we do, and how we benefit our audience.<br>● Included relevant keywords naturally throughout the content, including product names, mission statement, and contract numbers.<br>● Ensured the page is concise and scannable, breaking up text with headings and bullet points.<br>2. On-Page Optimization Techniques:<br>● Title tags: Each page includes a unique and descriptive title tag, under 65 characters, that accurately reflects the content and includes relevant keywords.<br>● Meta descriptions: Crafting captivating meta descriptions (under 155 characters) that entice users to click and summarize the page's value proposition.<br>● Header tags: Structured the content with clear headings and subheadings (H1, H2, etc.) to improve readability and search engine crawlability.<br>● Images: Optimize image file names and alt text with relevant keywords to increase accessibility and image search ranking.<br>● Internal linking: Connecting related pages within the website using descriptive anchor text<br>● Social media: Ensure social media profiles and share buttons are linked to our pages.<br><br>By implementing these actionable SEO strategies, we can significantly improve NAFG's online presence, attract more qualified leads, and establish ourselves as a thought leader in the industry.<br>When the terms “government fleet vehicle purchasing”, “purchasing vehicles for the government”, “government vehicle purchasing”, “how do I purchase vehicles for the government”, “purchasing government fleet”, “government vehicle procurement”, “procuring vehicles for the government”,are entered in the google search button, NAFG is on the top five search results.<br><br>Social media is a critical part in the way people communicate and connect with each other. Linkedin offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. Platforms like LinkedIn offer invaluable tools for professional networking, allowing individuals to expand their network by finding and connecting with relevant professionals and industry leaders.<br>A prime example is National Auto Fleet Group, which effectively utilizes LinkedIn to reach out to current and potential members through personalized messages, fostering stronger relationships and community engagement.<br>Beyond professional connections, social media serves as a powerful bridge between individuals and their governing bodies. By following government pages on Instagram and Twitter, government municipalities can gain valuable insights into pressing issues and important announcements |
| 38 | In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP?<br><br>How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contract to ensure products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors.<br>Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to go out to bid. Sourcewell has done the bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States.<br><br>The Sourcewell name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with their vehicle purchasing needs. The cost savings and stress free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within National Auto Fleet Group<br>Sourcewell isn't just a trusted brand; it's a comprehensive solution for government procurement. From vehicles and food to technology and administrative services, they offer a diverse range of high-quality products and services. Partnering with pre-vetted vendors ensures reliability and peace of mind.<br>The flexibility of Sourcewell contracts allows us to tailor our services to a specific need, unlike the one-size-fits-all approach of typical bidding.<br>Government agencies across the United States, like NAFG, have utilized Sourcewell to procure their needs efficiently. |

| | | | |
|---|---|---|---|
| 39 | Are your products or services available through an e-procurement ordering process?<br><br>If so, describe your e-procurement system and how governmental and educational customers have used it. | Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicle makes and models with the ability to customize a vehicle tailored to the specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minus depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email, live chat or noted on the self-quoting online system.<br>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If support is required to build a quote, our sales reps are available to assist the client step by step.<br><br>Once the vehicle is built to the client's needs, government agencies are also able to upload a purchase order from their account to purchase a vehicle. NAFG will then process the purchase order and place the vehicle on order with the manufacturer. Government agencies are also able to track the status of their order using the ETA tracking available on the NAFG website.<br><br>Our website puts the power to order vehicles directly in your hands, with a user-friendly approach that empowers government agencies to choose the perfect solution for their needs. Browse through a comprehensive selection of vehicle makes and models, or customize your ideal vehicle with features tailored to your specific requirements. Get a personalized quote with upfront pricing in as little as 5 minutes, depending on the complexity of your chosen vehicle. Upfitting needed? No problem! Reach out to our dedicated sales team via phone, email, live chat, or simply mention your requirements directly in the self-quoting system.<br>Once a government municipality is ready to purchase, they can simply submit a purchase order through their online account. We offer complete autonomy, allowing buyers to acquire vehicles without needing to speak directly to a sales representative. However, our expert team is always available to assist if they need a helping hand. Our assistance is available via email, live chat, or phone –<br>For government agencies, the process is streamlined even further. They are able to stay informed throughout the entire journey with our convenient ETA tracking system, accessible right on the NAFG website.<br>Experience the convenience and control of online vehicle ordering for government agencies with NAFG. Visit our website today and empower your agency to acquire the perfect vehicle solution.<br>As of today, National Auto Fleet Group has over 8000 members registered on our website and 2400 customers buying from us. | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * | |
|---|---|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.<br><br>Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at NAFG cost. | * |
| 41 | Describe any technological advances that your proposed products or services offer. | With world leaders in chassis technology like Ford Motor Company, General Motor's and MACK Truck which the member automatically gets the benefit of the latest up to date technology NAFG offers our dealer body to the members for the most leading up to date information. | * |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | NAFG has Partnered to create a 400 US Mayor Drive Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from. | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Ford Motor Company and General Motors just to name 2 of the 15 OEM's we are representing have leading edge certifications and rating which provide them the ability to offer there products nationwide. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | We hold a Minority Certification through the California Clearing House Authorization | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | NAFG's dedication to the member. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution. | * |

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | We have attached all Warranty information provided by all 15 manufacturers offered in our proposal as an added attachment. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Each manufacturer have there own usage restrictions that a member should be aware of. Such an improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, in some cases of a breakdown event, manufacturers would tow your vehicle to there nearest warranty repair facility. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?<br><br>How will Sourcewell participating entities in these regions be provided service for warranty repair? | Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | All warranties are passed on to the original equipment manufacturer. | * |
| 51 | What are your proposed exchange and return programs and policies? | We offer no exchange, return programs or policies. Once an order is in production with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable. | * |
| 52 | Describe any service contract options for the items included in your proposal. | We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Payment terms are Net 20, with a 10-day grace period. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "Member Walk Through" | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | We attached our Standard Documents that all member would see in a typical transaction. Starting with all quotes which contain there unique Quote ID on the top of each quote. A member can then call and help us identify which quote they are inquiring within so we can help hem quicker.<br><br>Each quote has its list of standard equipment and selected equipment the member has chosen for themselves. Followed by the contract discount on each cover page so the member can easily see there Sourcewell saving. A sample transaction has been attached. | * |
| 56 | Do you accept the P-card procurement and payment process?<br><br>If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, up to $ 2,500 per vehicle, any amount higher than $ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member. | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts).<br><br>Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | NAFG is offering Line Item Discounts Off MSRP for 15 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Summary Page in the price file. | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Each Manufacture Product Range is detailed in the tabs below, here is an overview<br>Ford Motor Company from 1.16% to 6.00%<br>RAM Stallantis Company from 4.13% to 4.14%<br>Chevrolet from 6.83% to 6.92%<br>Autocar at 9.00%<br>ISUZU at 5.00%<br>Volvo at 12.00%<br>Freightliner from 4.76% to 15.15%<br>Western Star from 15.00% to 20.00%<br>MACK from 3.00% to 26.36%<br>Kenworth from 13.83% to 32.80%<br>Peterbilt from 10.27% to 31.56%<br>Battle Motors at 25.00%<br>RIZO from 38.25% to 38.46%<br>REE at 7.00%<br>Bollinger Motors at 5.50%<br><br>Upfits can be added at dealer invoice up to 20%, detailed in the price file. | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | We encourage any and all members to contact us if considering ordering 100 at time of order or more units for an additional discount quote. | * |
| 60 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 20% mark-up if applicable. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.<br><br>This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item needed special training or installation, these charges would be added as part of the upfit and included in the members quote. | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All manufacturers charge a standardized “Factory Destination Charge” which is displayed on all window stickers and on all trucks on a dealer’s lot. This is not the needed destination charge that maybe charged to then ship a chassis to and from an installer, these subsequent movements are all added freight charges and will displayed on the members quote. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination. | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | NAFG Offers Members of Sourcewell the very best selection and service for the overall best value we can offer. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question | Response * | |
|---|---|---|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.<br><br>This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.<br><br>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | We have created a member friendly to build and price there chassis cabs on, the pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | We have internal charts that track how many members we are serving per month and what regions we need to market into to raise awareness of Sourcewell and our contract. We also track how many vehicles we deliver to members to see if our volume is picking up or where the current market is at as it does fluctuate. | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods.<br><br>(See the RFP and template Contract for additional details.) | Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines:<br><br>Flat $ 400 per unit for all units excluding Alan Jay Automotive Network in Florida<br>Units sold through Alan Jay Automotive Network in Florida will have a$ 200 flat | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

| Line Item | Category Selection * | |
|---|---|---|
| 69 | Category 1: All engines, fuel, and propulsion type chassis and cabs | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question | Response * | |
|---|---|---|---|
| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | 15 Manufacturers totaling 200 makes and models ranging from Class 4 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote. | * |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | NAFG Lists all makes and models in each ZIP file under ZIP File “All 15 Manufacturers” representing a combined hundred’s makes and model/engine combinations for members to choose from along with a subtitle “Upfits” detailed in the price file. | |
| 72 | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety. | Leading materials are used by the OEM's daily to safely supply all members with the best on the market place for each OEM. | |
| 73 | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers. | Each OEM has there own unique attribute that all cater and serve the members. | |

**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Chassis Type (ICE and/or BEV) | Comments | |
|---|---|---|---|---|---|
| 74 | Class 4 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 75 | Class 5 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 76 | Class 6 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 77 | Class 7 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 78 | Class 8 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. | * |
| 79 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | ◉ Yes ○ No | Both Chassis Types (ICE and BEV) | All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. All upfitting is available and outlined in the pricing summary. | |

**Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 80 | Battery Electric Vehicle (BEV) Class 4 Chassis | ○ Yes ○ No | | * |
| 81 | Battery Electric Vehicle (BEV) Class 5 Chassis | ○ Yes ○ No | | * |
| 82 | Battery Electric Vehicle (BEV) Class 6 Chassis | ○ Yes ○ No | | * |
| 83 | Battery Electric Vehicle (BEV) Class 7 Chassis | ○ Yes ○ No | | * |
| 84 | Battery Electric Vehicle (BEV) Class 8 Chassis | ○ Yes ○ No | | * |
| 85 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | ○ Yes ○ No | | |

**Table 17: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 86. NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ○ Yes<br>◉ No |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - NAFG Price File 032824.zip - Wednesday March 27, 2024 16:08:51
- Financial Strength and Stability - Financial Strength and Market Stability 032824.zip - Tuesday March 26, 2024 21:32:50
- Marketing Plan/Samples - 032824 NAFG Marketing Plan.zip - Tuesday March 26, 2024 21:30:53
- WMBE/MBE/SBE or Related Certificates - Insurance and Realted Certificated 032824.zip - Tuesday March 26, 2024 21:33:17
- Warranty Information - Warranty Information 032824.zip - Tuesday March 26, 2024 21:42:37
- Standard Transaction Document Samples - 032824 Standard Transaction Document.zip - Wednesday March 27, 2024 13:28:58
- Requested Exceptions (optional)
- Upload Additional Document - 032824 Uploaded ALL 15 MANUFACTURED MODEL's and ELECTIRC SPEC's.zip - Wednesday March 27, 2024 01:25:13

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, National Fleet Manager, 72 Hour LLC, DBA National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824**<br>Thu March 21 2024 08:45 AM | ☑ | 1 |
| **Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed March 20 2024 12:36 PM | ☑ | 3 |
| **Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824**<br>Mon March 18 2024 12:01 PM | ☑ | 1 |
| **Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed March 6 2024 09:38 AM | ☑ | 1 |
| **Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed February 21 2024 04:08 PM | ☑ | 2 |
| **Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed February 14 2024 04:12 PM | ☑ | 1 |
| **Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824**<br>Thu February 8 2024 04:24 PM | ☑ | 1 |

Docusign Envelope ID: 31571C89-0644-48C0-B9A8-8354F179F810

# CONTRACT EXTENSION

**Contract Number:** 091521-NAF

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

National Auto Fleet
490 Auto Center Dr

Watsonville, California 95076-3726
(Vendor)

have entered into Contract Number: 091521-NAF
for the procurement of: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

The Contract has an expiration date of 2025-11-08 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-08 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

5/29/2025 | 12:25 PM CDT
Date

Signed by:
FACBB5730C1E467...
Authorized Signature

Jesse Cooper
Name

Fleet Manager
Title

5/30/2025 | 10:38 AM CDT
Date

Sourcewell

# Heil Environmental

**Mobile refuse collection vehicles**

#110223-THC

Maturity Date: 12/28/2027

Website: heil.com/sourcewell

Documents

## Products & Services

Sourcewell contract 110223-THC gives access to the following types of goods and services:

- Curotto-Can
- Premier Truck rental
- Rush rental
- Front loaders
- Rear loaders
- Automated & manual side loaders
- Multi-compartment recycling units
- 3rd Eye camera systems
- Bayne Premium Tippers
- Soft-Pak

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

## Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

## Search Suppliers & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



© 2023 Sourcewell. All rights reserved.

CITY OF TALLAHASSEE

**AMENDMENT 1 TO AGREEMENT NO. 5179**
**A CONTRACT FOR NEW MUNICIPAL VEHICLES, CARS**
**VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**

THIS AMENDMENT is made this 01/16/2025, between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City"), and **ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a Alan Jay Fleet Sales**, a Florida profit corporation (the "Vendor"). The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement No. 5179 ("Agreement") dated January 13, 2022, for the purchase of New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks, under RFP No. 096-21-KM; and,

WHEREAS, the Parties desire to amend the Agreement to address changes to Section 3, Purchases Made by Other Public Agencies, and to extend the Agreement term pursuant to Section 7, Term.

NOW, THEREFORE, in consideration of the following mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **Section 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES,** is hereby deleted, and replaced with the following:

   A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Potential purchaser(s) **MUST** submit their request for utilization to Fleet Contract Manager, Kathy Crum via email at kathy.crum@talgov.com prior to purchasing under this Agreement. These purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of $200.00 per vehicle sold. The Vendor shall be responsible for reporting, collecting, and remitting the administrative fee(s) to the City for purchase(s) made by other local, state, or national governmental agencies, political subdivisions, or other public entities pursuant to this Agreement. Should any such purchases be made, the Vendor is responsible for submitting a quarterly report identifying all sales made during the applicable quarter via email to the Fleet Financial Team at fleetadmin@talgov.com, with a copy to Fleet Contract Manager, Kathy Crum at kathy.crum@talgov.com. The subject line of the email should reference: **Reporting Administrative Fees - Agreement No. 5179**.

(2) The Vendor shall remit all administrative fees to the City at the end of the quarter in which payment is received from the purchaser. An email identifying the amount(s) and check number(s) **MUST** also be submitted to the Fleet Financial Team, with a copy to Fleet Contract Manager, Kathy Crum prior to mailing. For questions or requests for Agreement Documents, please contact Kathy Crum at (850) 891-5229.

(3) Administrative fee payments shall be made by check with **Payment Administrative Fees - Agreement No. 5179** *referenced* on the check. Administrative fees should be mailed to the following address:

Fleet Management Administration
Attn: Fleet Financial Team
400 Dupree Street
Tallahassee, FL 32304

B. This Agreement in no way restricts or interferes with the right of any local, state, or national governmental agency or political subdivision or other public entity to independently address any or all these terms as required by law or to supplement the Agreement if a specific term is not addressed herein.

2. **Section 7.B. Extension Term,** is hereby deleted, and replaced with the following:

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension").

3. The term of the Agreement is hereby extended for two (2) additional years through January 12, 2027, unless earlier terminated in accordance with the original terms of the Agreement. This is the final extension permitted under this Agreement.
4. Except as specifically amended hereby, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date set forth in the introductory clause.

**ALAN JAY AUTOMOTIVE MANAGEMENT, INC.**

By: Chris Wilson
Chris Wilson (Jan 13, 2025 07:03 EST)
Name: Chris Wilson
Title: Fleet Sales Manager

**CITY OF TALLAHASSEE**

By: V. McCrackin
Veronica McCrackin, Procurement Manager

Attest:

By: James O. Cooke IV
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: Kristen McRae for
Kristen McRae for (Jan 16, 2025 17:25 EST)
Breanna Green, Assistant City Attorney

CITY OF TALLAHASSEE

# Legal Routing Memo

Date: 1/7/2025

To: City Attorney's Office

From: Fleet

Subject: Legal Review of

☐CONTRACT NO. 5179
☒AMENDMENT NO. 1
☐MEMORANDUM OF UNDERSTANDING OR AGREEMENT
☐OTHER

---

This document relates to solicitation RFP-096-21-KM Municipal Vehicles, Cars Vans, Sport Utility Vehicles, And Light Trucks

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: Keith Milton

Department Signature: Kathy Crum

**TO BE COMPLETED BY LEGAL**

Legal review completed on: 1/9/2025

Legal review performed by: Breanna Green

Approved for execution: ☒yes ☐no

**Host Sheriff Procurement – Hillsborough County Sheriff's Office**
**FSA-HCS-AVP1.0: Assorted Vehicle Procurement**
Awarded: October 28, 2024
Effective Through: October 27, 2028 (Initial Term)

The Hillsborough County Sheriff's Office competitively procures the Host Sheriff Procurement Contracts in accordance with Chapter 30 and Chapter 163, Florida Statutes, and the best practices articulated in Chapter 287, Florida Statutes. Resulting contracts are available to all eligible purchasers identified by Rule 60A-1.001, Florida Administrative Code, and state and local government agencies nationwide. The HCSO Master Agreement is available on FSA's website at www.flsheriffs.org/purchasingprogram/ .

**Awarded Vendors:**

- Alligator Alley Harley Davidson
  - Website: www.alligatoralleyharley.com
  - Contact: Stephen Otton 954-414-4135 ext. 3118 stepheno@alligatoralleyharley.com
- Bozard Ford
  - Website: www.bozardford.com
  - Contact: Jeff Young 904-824-1641 jyoung@bozard.com
- Carl Black of Orlando
  - Website: www.carlblackoforlando.com
  - Contact: Edgar Massoni 305-781-3661 emassoni@carlblack.com
- Crown Buick GMC
- Crown Kia
- Crown Nissan
- Crown Eurocars
  - Website: www.crowncars.com
  - Contact: Seth Edelman 727-939-6606 - desk 303-906-0444 - cell sedelman@crowncars.com
- Crown Dublin (Crown Chrysler Jeep Dodge Ram)
  - Website: www.crowncars.com
  - Contacts: Tim Duffey 614-761-2360 tduffey@crowncars.com
    Seth Edelman 727-939-6606 - desk 303-906-0444 - cell sedelman@crowncars.com
- Duval Ford
  - Website: www.duvalford.com

- Contact: Jeff Eason 904-388-2144 jeff.eason@duvalmotor.com

- Ferman Buick Pontiac GMC
- Ferman Chrysler Jeep Dodge Ram
  - Website: www.fermanauto.com
  - Contact: Luke Miller 813-929-2400 lmiller@ferman.com

- Ferman Chevrolet
  - Website: www.fermanauto.com
  - Contact: Sandy MacDonald 813-929-2400 smacdonald@ferman.com

- Ferman Ford of Countryside
  - Website: www.fermanfordclearwater.com
  - Contact: Jason Bray 727-797-2277 jason.bray@ferman.com

- New Smyrna Beach Chevrolet
  - Website: www.newsmyrnachevy.com
  - Contact: Thomas Mahoney 631-651-1838 tm@amvetworks.com

- Stingray Chevrolet
  - Website: www.stingraychevrolet.com
  - Contact: Peter Popiel 813-359-5016 magicpeterfleet@gmail.com

- Village Cadillac Toyota
  - Website: www.villagecadillac.com and www.villagetoyota.com
  - Contact: Pam Mills 352-621-7116 pmills@dimmitt.com

- Volcanic Partners
  - Website: www.volcanicbikes.com
  - Contact: Christopher Snere 509-427-8623 info@volcanicbikes.com

**Covered Services and Products:**

- Assorted vehicles for immediate purchase from dealer inventory, at contracted discount off MSRP/window sticker price
  - Administrative Sedans - Chevrolet, Dodge, Ford, Kia, Nissan, Toyota
  - Cab and Chassis Trucks 4x2 - Chevrolet, Ford, GMC, Mercedes-Benz
  - Cab and Chassis Trucks 4x4 - Chevrolet, Ford, GMC
  - Cargo and Passenger Vans - Chevrolet, Chrysler, Ford, GMC, Mercedes-Benz, Ram, Toyota
  - Electric and Plug-In Hybrid Vehicles - BrightDrop/GM, Chevrolet, Chrysler, Ford, Nissan
  - Electric Bikes and Transports - Volcanic

- Motorcycles - Harley Davidson (Pursuit-Rated)
- Pickup Trucks 4x2 - Chevrolet, Ford, GMC, Ram, Toyota
- Pickup Trucks 4x4 - Chevrolet, Ford, GMC, Toyota
- Utility and Hybrid Vehicles 4x2 - Chevrolet, Dodge, Ford, GMC, Kia, Nissan, Toyota
- Utility and Hybrid Vehicles 4x4/AWD - Chevrolet, Dodge, Ford, GMC, Kia, Nissan, Toyota

HCSO Tabulation Sheet

HCSO Tabulation Sheet - Pricing Details

HCSO ITB Document

**HCSO Vendor Award Letters:**

- Alligator Alley
- Bozard Ford
- Carl Black of Orlando
- Crown Buick GMC
- Crown Kia
- Crown Nissan
- Crown Dublin
- Crown Eurocars
- Duval Ford
- Ferman Buick GMC
- Ferman CJDR
- Ferman Chevrolet
- Ferman Ford
- New Smyrna Beach Chevrolet
- Stingray Chevrolet
- Village Cadillac Toyota
- Volcanic Bikes

Special thanks to the lead agency, Hillsborough County Sheriff's Office, for your commitment to further the mission of the Florida Sheriffs Association through your partnership.

Gordon Smith, Sheriff

SHERIFF
Bradford County

09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

1) Bozard Ford
2) Duval Ford
3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

**Ford vehicles**;
Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

**Chevrolet vehicles:**
Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

**Other manufacturers:**
No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

BRADFORD COUNTY
SHERIFF'S OFFICE
**Gordon Smith**
Sheriff

| TITLE: | BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0) |
|---|---|
| EXECUTED: | 09/13/22 |
| EFFECTIVE: | September 12, 2022 |
| TERM: | FIVE (5) Years with Option to Extend/Renew |
| ATTACHMENTS: | A. SPECIFICATIONS<br>B. PRICING AND DISCOUNTS |

## TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referredto as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

**WHEREAS**; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

**WHEREAS;** VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

**WHEREAS**; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

**NOW THEREFORE**, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

### A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

## B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

## C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

## D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provideworkers' compensation coverage for all of VENDOR'S employees, and to maintain such generaland auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

## E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

## F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

## H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force atthe date hereof.

## I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) 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 submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state of federal regulatory or governmental entity.

## J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

local governmental entity after approval by the governing body, if required; or

2. If a proper invoice is not received by the local governmental entity, the date:
   a. On which delivery of personal property is accepted by the local governmental entity;
   b. On which services are completed;
   c. On which the rental period begins; or
   d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month isconsidered as 1 month in computing interest. Unpaid interest is compounded monthly. Forthe purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

## K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

## L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating tothe validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regardto conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

## M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensurethat the rights of the agency and the citizenry are protected.

## N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

## O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

## P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall payfor all supplies and services provided by VENDOR as of the date of termination.

## Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of suchtermination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

## R. MISCELLANEOUS

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

## S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimedby SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality ofany information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

**NOTICE**

**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 FOR THE COUNTY.**

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agencyas provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within areasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
    a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
    b. Such notices must be sent by common carrier delivery service or by registered,

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

## T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "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.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally,a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. VENDOR shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of the Agreement, and the SHERIFF may choose to terminate the Agreement at any time at its sole discretion. VENDOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). VENDOR, by virtue of acceptance of the Purchase Order certifies that:

1. VENDOR and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.

2. VENDOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.

3. VENDOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.

4. The Subcontractor will provide VENDOR with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.

5. VENDOR must maintain a copy of such affidavit.

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).

7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

## U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

## V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

## W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

## X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

## Y. OUT-OF-SERVICE VEHICLES

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and payto the SHERIFF the net auction proceeds minus transport costs and $400 vendor fee per unit.

## Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

## Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

**IN WITNESS THEREOF**, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Name

Date 9/13/22

VENDOR (Duval Ford)

Name **Richard Tackett: GM**

**9/13/2022**

Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

# [Tab 4] Price Proposal

**Attachment 1**: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

**Attachment 2**: Duval Ford AMO percent markup table

**Attachment (2a)**: Exclusions: Ford SVT, ST

**Attachment 3:** Mileage Statement

# Tab 4: Part 1, OEM percent Markup

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| | >2022 | Medium Truck Chassis | | | |
| 2 | >2022 | F650 | F6A-F650 REG CAB | All Oem Pkg's Packages | 1.65% |
| 3 | >2022 | F650 | F6B-F650 REG CAB LO | All Oem Pkg's | 1.65% |
| 4 | >2022 | F650 | F6C-F650 REG CAB | All Oem Pkg's | 1.65% |
| 5 | >2022 | F650 | F6D-F650 REG CAB | All Oem Pkg's | 1.65% |
| 6 | >2022 | F650 | F6E-F650 REG CAB LO | All Oem Pkg's | 1.65% |
| 7 | >2022 | F650 | F6T-F650 REG CAB TR | All Oem Pkg's | 1.65% |
| 8 | >2022 | F750 | F7A-F750 REG CAB | All Oem Pkg's | 1.65% |
| 9 | >2022 | F750 | F7D-F750 REG CAB | All Oem Pkg's | 1.65% |
| 10 | >2022 | F750 | F7T-F750 REG CAB TR | All Oem Pkg's | 1.65% |
| 11 | >2022 | F650 | W6A-F650 CREW CAB | All Oem Pkg's | 1.65% |
| 12 | >2022 | F650 | W6B-F650 CRW CAB LO | All Oem Pkg's | 1.65% |
| 13 | >2022 | F650 | W6D-F650 CREW CAB | All Oem Pkg's | 1.65% |
| 14 | >2022 | F650 | W6E-F650 CRW CAB LO | All Oem Pkg's | 1.65% |
| 15 | >2022 | F650 | W6T-F650 CRW CAB TR | All Oem Pkg's | 1.65% |
| 16 | >2022 | F750 | W7A-F750 CREW CAB | All Oem Pkg's | 1.65% |
| 17 | >2022 | F750 | W7D-F750 CREW CAB | All Oem Pkg's | 1.65% |
| 18 | >2022 | F750 | W7T-F750 CRW CAB TR | All Oem Pkg's | 1.65% |
| 19 | >2022 | F650 | X6A-F650 SUPER CAB | All Oem Pkg's | 1.65% |
| 20 | >2022 | F650 | X6B-F650 SPR CAB LO | All Oem Pkg's | 1.65% |
| 21 | >2022 | F650 | X6D-F650 SUPER CAB | All Oem Pkg's | 1.65% |
| 22 | >2022 | F650 | X6E-F650 SPR CAB LO | All Oem Pkg's | 1.65% |
| 23 | >2022 | F650 | X6T-F650 SPR CAB TR | All Oem Pkg's | 1.65% |
| 24 | >2022 | F750 | X7A-F750 SUPER CAB | All Oem Pkg's | 1.65% |
| 25 | >2022 | F750 | X7D-F750 SUPER CAB | All Oem Pkg's | 1.65% |
| 26 | >2022 | F750 | X7T-F750 SPR CAB TR | All Oem Pkg's | 1.65% |
| | >2022 | E-Series Chassis and Cutaway | | | |
| 28 | >2022 | ECONOLINE | E3F-COM CUTAWAY VAN | All Oem Pkg's | 1.65% |
| 29 | >2022 | ECONOLINE | E3K-COMM STRIP CHAS | All Oem Pkg's | 1.65% |
| 30 | >2022 | ECONOLINE | E4F-COM CUTAWAY VAN | All Oem Pkg's | 1.65% |
| 31 | >2022 | ECONOLINE | E4K-COMM STRIP CHAS | All Oem Pkg's | 1.65% |
| | >2022 | Mustang | | | |
| 33 | >2022 | Mustang | P8C-GT COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 34 | >2022 | Mustang | P8F-GT CONV PREM | All Oem Pkg's Excluding SVT | 1.65% |
| 35 | >2022 | Mustang | P8J-HB COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 36 | >2022 | Mustang | P8K-BULLITT COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 37 | >2022 | Mustang | P8R-MACH 1 COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 38 | >2022 | Mustang | P8S-SHELBY GT500 | All Oem Pkg's Excluding SVT | 1.65% |
| 39 | >2022 | Mustang | P8T-MUST ECO COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 40 | >2022 | Mustang | P8U-ECO CONVERTIBLE | All Oem Pkg's Excluding SVT | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| | >2022 | Expedition | | | |
| 42 | >2022 | Expedition | K1F-4X2 XL MAX | All Oem Pkg's | 1.65% |
| 43 | >2022 | Expedition | K1G-4X4 XL MAX | All Oem Pkg's | 1.65% |
| 44 | >2022 | Expedition | K1H-4X2 XLT MAX | All Oem Pkg's | 1.65% |
| 45 | >2022 | Expedition | K1J-4X4 XLT MAX | All Oem Pkg's | 1.65% |
| 46 | >2022 | Expedition | K1K-4X2 LIMITED MAX | All Oem Pkg's | 1.65% |
| 47 | >2022 | Expedition | K1L-4X2 PLATINUM MX | All Oem Pkg's | 1.65% |
| 48 | >2022 | Expedition | K1M-4X4 PLATINUM MX | All Oem Pkg's | 1.65% |
| 49 | >2022 | Expedition | K1N-4X2 K.RANCH MAX | All Oem Pkg's | 1.65% |
| 50 | >2022 | Expedition | K1P-4X4 K.RANCH MAX | All Oem Pkg's | 1.65% |
| 51 | >2022 | Expedition | K2A-4X4 LIMITED MAX | All Oem Pkg's | 1.65% |
| 52 | >2022 | Expedition | U1F-4X2 XL | All Oem Pkg's | 1.65% |
| 53 | >2022 | Expedition | U1G-4X4 XL | All Oem Pkg's | 1.65% |
| 54 | >2022 | Expedition | U1H-4X2 XLT | All Oem Pkg's | 1.65% |
| 55 | >2022 | Expedition | U1J-4X4 XLT | All Oem Pkg's | 1.65% |
| 56 | >2022 | Expedition | U1K-4X2 LIMITED | All Oem Pkg's | 1.65% |
| 57 | >2022 | Expedition | U1L-4X2 PLATINUM | All Oem Pkg's | 1.65% |
| 58 | >2022 | Expedition | U1M-4X4 PLATINUM | All Oem Pkg's | 1.65% |
| 59 | >2022 | Expedition | U1N-4X2 KING RANCH | All Oem Pkg's | 1.65% |
| 60 | >2022 | Expedition | U1P-4X4 KING RANCH | All Oem Pkg's | 1.65% |
| 61 | >2022 | Expedition | U1R-4X4 TIMBERLINE | All Oem Pkg's | 1.65% |
| 62 | >2022 | Expedition | U2A-4X4 LIMITED | All Oem Pkg's | 1.65% |
| | >2022 | Bronco Sport SUV | | | |
| 64 | >2022 | Bronco Sport SUV | R9A-BRONCO SPT BASE | All Oem Pkg's | 1.65% |
| 65 | >2022 | Bronco Sport SUV | R9B-BRONCO SPT BIG | All Oem Pkg's | 1.65% |
| 66 | >2022 | Bronco Sport SUV | R9C-BRONCO SPT OB | All Oem Pkg's | 1.65% |
| 67 | >2022 | Bronco Sport SUV | R9D-BRONCO SPT BD | All Oem Pkg's | 1.65% |
| | >2022 | Transit Connect Van | | | |
| 69 | >2022 | Transit Connect Van | E6S-TRAN CON-VAN-XL | All Oem Pkg's | 1.65% |
| 70 | >2022 | Transit Connect Van | E6T-TRAN CN-VAN-XLT | All Oem Pkg's | 1.65% |
| 71 | >2022 | Transit Connect Van | E7S-TRAN CON-VAN-XL | All Oem Pkg's | 1.65% |
| 72 | >2022 | Transit Connect Van | E7T-TRAN CN-VAN-XLT | All Oem Pkg's | 1.65% |
| 73 | >2022 | Transit Connect Van | S6S-TRAN CON-VAN-XL | All Oem Pkg's | 1.65% |
| 74 | >2022 | Transit Connect Van | S6T-TRAN CN-VAN-XLT | All Oem Pkg's | 1.65% |
| 75 | >2022 | Transit Connect Van | S7S-TRAN CON-VAN-XL | All Oem Pkg's | 1.65% |
| 76 | >2022 | Transit Connect Van | S7T-TRAN CN-VAN-XLT | All Oem Pkg's | 1.65% |
| | >2022 | Superduty | | | |
| 78 | >2022 | F250 | F2A-F250 4X2 SD R/C | All Oem Pkg's | 1.65% |
| 79 | >2022 | F250 | F2B-F250 4X4 SD R/C | All Oem Pkg's | 1.65% |
| 80 | >2022 | F350 | F3A-F350 4X2SDR/CSR | All Oem Pkg's | 1.65% |
| 81 | >2022 | F350 | F3B-F350 4X4SDR/CSR | All Oem Pkg's | 1.65% |
| 82 | >2022 | F350 | F3C-F350 4X2 SD R/C | All Oem Pkg's | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| 83 | >2022 | F350 | F3D-F350 4X4 SD R/C | All Oem Pkg's | 1.65% |
| 84 | >2022 | F350 | F3E-F350 4X2CHAS/CS | All Oem Pkg's | 1.65% |
| 85 | >2022 | F350 | F3F-F350 4X4CHAS/CS | All Oem Pkg's | 1.65% |
| 86 | >2022 | F350 | F3G-F350 4X2 CHAS/C | All Oem Pkg's | 1.65% |
| 87 | >2022 | F350 | F3H-F350 4X4 CHAS/C | All Oem Pkg's | 1.65% |
| 88 | >2022 | F450 | F4C-F450 4X2 SD R/C | All Oem Pkg's | 1.65% |
| 89 | >2022 | F450 | F4D-F450 4X4 SD R/C | All Oem Pkg's | 1.65% |
| 90 | >2022 | F450 | F4G-F450 4X2 CHAS/C | All Oem Pkg's | 1.65% |
| 91 | >2022 | F450 | F4H-F450 4X4 CHAS/C | All Oem Pkg's | 1.65% |
| 92 | >2022 | F550 | F5G-F550 4X2 CHAS/C | All Oem Pkg's | 1.65% |
| 93 | >2022 | F550 | F5H-F550 4X4 CHAS/C | All Oem Pkg's | 1.65% |
| 94 | >2022 | F600 | F6K-F600 4X2 CHAS/C | All Oem Pkg's | 1.65% |
| 95 | >2022 | F600 | F6L-F600 4X4 CHAS/C | All Oem Pkg's | 1.65% |
| 96 | >2022 | F250 | W2A-F250 4X2 CREW/C | All Oem Pkg's | 1.65% |
| 97 | >2022 | F250 | W2B-F250 4X4 CREW/C | All Oem Pkg's | 1.65% |
| 98 | >2022 | F350 | W3A-F350 4X2CREW/CS | All Oem Pkg's | 1.65% |
| 99 | >2022 | F350 | W3B-F350 4X4CREW/CS | All Oem Pkg's | 1.65% |
| 100 | >2022 | F350 | W3C-F350 4X2 CREW/C | All Oem Pkg's | 1.65% |
| 101 | >2022 | F350 | W3D-F350 4X4 CREW/C | All Oem Pkg's | 1.65% |
| 102 | >2022 | F350 | W3E-F350 4X2CRWCCSR | All Oem Pkg's | 1.65% |
| 103 | >2022 | F350 | W3F-F350 4X4CRWCCSR | All Oem Pkg's | 1.65% |
| 104 | >2022 | F350 | W3G-F350 4X2 CRW CC | All Oem Pkg's | 1.65% |
| 105 | >2022 | F350 | W3H-F350 4X4 CRW CC | All Oem Pkg's | 1.65% |
| 106 | >2022 | F450 | W4C-F450 4X2 CRW PU | All Oem Pkg's | 1.65% |
| 107 | >2022 | F450 | W4D-F450 4X4 CRW PU | All Oem Pkg's | 1.65% |
| 108 | >2022 | F450 | W4G-F450 4X2 CRW CC | All Oem Pkg's | 1.65% |
| 109 | >2022 | F450 | W4H-F450 4X4 CRW CC | All Oem Pkg's | 1.65% |
| 110 | >2022 | F550 | W5G-F550 4X2 CRW CC | All Oem Pkg's | 1.65% |
| 111 | >2022 | F550 | W5H-F550 4X4 CRW CC | All Oem Pkg's | 1.65% |
| 112 | >2022 | F250 | X2A-F250 4X2 S/C | All Oem Pkg's | 1.65% |
| 113 | >2022 | F250 | X2B-F250 4X4 S/C | All Oem Pkg's | 1.65% |
| 114 | >2022 | F350 | X3A-F350 4X2 S/C | All Oem Pkg's | 1.65% |
| 115 | >2022 | F350 | X3B-F350 4X4 S/C | All Oem Pkg's | 1.65% |
| 116 | >2022 | F350 | X3C-F350 4X2 S/C DR | All Oem Pkg's | 1.65% |
| 117 | >2022 | F350 | X3D-F350 4X4 S/C DR | All Oem Pkg's | 1.65% |
| 118 | >2022 | F350 | X3E-F350 4X2S/CCCSR | All Oem Pkg's | 1.65% |
| 119 | >2022 | F350 | X3F-F350 4X4S/CCCSR | All Oem Pkg's | 1.65% |
| 120 | >2022 | F350 | X3G-F350 4X2 S/C CC | All Oem Pkg's | 1.65% |
| 121 | >2022 | F350 | X3H-F350 4X4 S/C CC | All Oem Pkg's | 1.65% |
| 122 | >2022 | F450 | X4G-F450 4X2 S/C CC | All Oem Pkg's | 1.65% |
| 123 | >2022 | F450 | X4H-F450 4X4 S/C CC | All Oem Pkg's | 1.65% |
| 124 | >2022 | F550 | X5G-F550 4X2 S/C CC | All Oem Pkg's | 1.65% |
| 125 | >2022 | F550 | X5H-F550 4X4 S/C CC | All Oem Pkg's | 1.65% |
| | >2022 | Mustang Mach-E | | | |
| 127 | >2022 | Mustang Mach-E | K1R-SELECT RWD | All Oem Pkg's | 1.65% |
| 128 | >2022 | Mustang Mach-E | K1S-SELECT AWD | All Oem Pkg's | 1.65% |
| 129 | >2022 | Mustang Mach-E | K2R-CAL ROUTE 1 RWD | All Oem Pkg's | 1.65% |
| 130 | >2022 | Mustang Mach-E | K2S-CAL ROUTE 1 AWD | All Oem Pkg's | 1.65% |
| 131 | >2022 | Mustang Mach-E | K3R-PREMIUM RWD | All Oem Pkg's | 1.65% |
| 132 | >2022 | Mustang Mach-E | K3S-PREMIUM AWD | All Oem Pkg's | 1.65% |
| 133 | >2022 | Mustang Mach-E | K4S-GT AWD | All Oem Pkg's | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| | >2022 | F150 SERIES | | | |
| 135 | >2022 | F150 | F1C-F150 4X2 R/C | All Oem Pkg's | 1.65% |
| 136 | >2022 | F150 | F1E-F150 4X4 R/C | All Oem Pkg's | 1.65% |
| 137 | >2022 | F150 | W1C-F150 4X2 CREW | All Oem Pkg's | 1.65% |
| 138 | >2022 | F150 | W1E-F150 4X4 CREW | All Oem Pkg's | 1.65% |
| 139 | >2022 | F150 | W1P-F150 POL RESP | All Oem Pkg's | 1.65% |
| 140 | >2022 | F150 | W1S-F150 4X2 CREW | All Oem Pkg's | 1.65% |
| 141 | >2022 | F150 | W1T-F150 4X4 CREW | All Oem Pkg's | 1.65% |
| 142 | >2022 | F150 | X1C-F150 4X2 S/C | All Oem Pkg's | 1.65% |
| 143 | >2022 | F150 | X1E-F150 4X4 S/C | All Oem Pkg's | 1.65% |
| | >2022 | Bronco Full Size | | | |
| 145 | >2022 | Bronco Full Size | E5A-BRONCO 2DR 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 146 | >2022 | Bronco Full Size | E5B-BRONCO 4DR 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 147 | >2022 | Bronco Full Size | E5C-2DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 148 | >2022 | Bronco Full Size | E5D-4DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 149 | >2022 | Bronco Full Size | E5E-4DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 150 | >2022 | Bronco Full Size | E5F-2DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 151 | >2022 | Bronco Full Size | E5G-2 DR ADV AWD HL | All Oem Pkg's Excluding SVT | 1.65% |
| 152 | >2022 | Bronco Full Size | E5H-4 DR ADV AWD HL | All Oem Pkg's Excluding SVT | 1.65% |
| 153 | >2022 | Bronco Full Size | E5J-4DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| | >2022 | Maverick Pickup | | | |
| 155 | >2022 | Maverick Pickup | W8E-MAVERICK FWD | All Oem Pkg's | 1.65% |
| 156 | >2022 | Maverick Pickup | W8F-MAVERICK AWD | All Oem Pkg's | 1.65% |
| | >2022 | Explorer SUV | | | |
| 158 | >2022 | Explorer SUV | K7B-4DR RWD BASE | All Oem Pkg's Excluding ST | 1.65% |
| 159 | >2022 | Explorer SUV | K7D-4DR RWD XLT | All Oem Pkg's Excluding ST | 1.65% |
| 160 | >2022 | Explorer SUV | K7F-4DR RWD LIMITED | All Oem Pkg's Excluding ST | 1.65% |
| 161 | >2022 | Explorer SUV | K7G-4DR RWD ST | All Oem Pkg's Excluding ST | 1.65% |
| 162 | >2022 | Explorer SUV | K7H-4DR RWD PLTNM | All Oem Pkg's Excluding ST | 1.65% |
| 163 | >2022 | Explorer SUV | K7K-4DR RWD ST-LINE | All Oem Pkg's Excluding ST | 1.65% |
| 164 | >2022 | Explorer SUV | K7L-4DR RWD K RANCH | All Oem Pkg's Excluding ST | 1.65% |
| 165 | >2022 | Explorer SUV | K8B-4DR 4WD BASE | All Oem Pkg's Excluding ST | 1.65% |
| 166 | >2022 | Explorer SUV | K8D-4DR 4WD XLT | All Oem Pkg's Excluding ST | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| 167 | >2022 | Explorer SUV | K8F-4DR 4WD LIMITED | All Oem Pkg's Excluding ST | 1.65% |
| 168 | >2022 | Explorer SUV | K8G-4DR 4WD ST | All Oem Pkg's Excluding ST | 1.65% |
| 169 | >2022 | Explorer SUV | K8H-4DR 4WD PLTNM | All Oem Pkg's Excluding ST | 1.65% |
| 170 | >2022 | Explorer SUV | K8J-4DR 4WD TMBLINE | All Oem Pkg's Excluding ST | 1.65% |
| 171 | >2022 | Explorer SUV | K8K-4DR 4WD ST-LINE | All Oem Pkg's Excluding ST | 1.65% |
| 172 | >2022 | Explorer SUV | K8L-4DR RWD K RANCH | All Oem Pkg's Excluding ST | 1.65% |
| | >2022 | Transit Van | | | |
| 174 | >2022 | Transit Van | E1C-MR CARGO RWD | All Oem Pkg's | 1.65% |
| 175 | >2022 | Transit Van | E1D-MR CREW RWD | All Oem Pkg's | 1.65% |
| 176 | >2022 | Transit Van | E1Y-LR CARGO RWD | All Oem Pkg's | 1.65% |
| 177 | >2022 | Transit Van | E1Z-LR CREW RWD | All Oem Pkg's | 1.65% |
| 178 | >2022 | Transit Van | E2C-MR CARGO AWD | All Oem Pkg's | 1.65% |
| 179 | >2022 | Transit Van | E2D-MR CREW AWD | All Oem Pkg's | 1.65% |
| 180 | >2022 | Transit Van | E2Y-LR CARGO AWD | All Oem Pkg's | 1.65% |
| 181 | >2022 | Transit Van | E9Z-LR CREW AWD | All Oem Pkg's | 1.65% |
| 182 | >2022 | Transit Van | F1P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 183 | >2022 | Transit Van | F1Y-LR CARGO RWD | All Oem Pkg's | 1.65% |
| 184 | >2022 | Transit Van | F1Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 185 | >2022 | Transit Van | F2P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 186 | >2022 | Transit Van | F2Y-LR CARGO AWD | All Oem Pkg's | 1.65% |
| 187 | >2022 | Transit Van | F2Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 188 | >2022 | Transit Van | F4U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 189 | >2022 | Transit Van | F4V-HR CREW RWD | All Oem Pkg's | 1.65% |
| 190 | >2022 | Transit Van | F4W-HR CREW AWD | All Oem Pkg's | 1.65% |
| 191 | >2022 | Transit Van | F4X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 192 | >2022 | Transit Van | F5X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 193 | >2022 | Transit Van | F6P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 194 | >2022 | Transit Van | F6X-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 195 | >2022 | Transit Van | F6Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 196 | >2022 | Transit Van | F7C-MR CARGO RWD | All Oem Pkg's | 1.65% |
| 197 | >2022 | Transit Van | F7X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 198 | >2022 | Transit Van | F8C-MR CARGO AWD | All Oem Pkg's | 1.65% |
| 199 | >2022 | Transit Van | F8P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 200 | >2022 | Transit Van | F8X-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 201 | >2022 | Transit Van | F8Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 202 | >2022 | Transit Van | R1C-MR CARGO RWD | All Oem Pkg's | 1.65% |
| 203 | >2022 | Transit Van | R1D-MR CREW RWD W | All Oem Pkg's | 1.65% |
| 204 | >2022 | Transit Van | R1V-HR CREW RWD W | All Oem Pkg's | 1.65% |
| 205 | >2022 | Transit Van | R1X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 206 | >2022 | Transit Van | R1Y-LR CARGO RWD | All Oem Pkg's | 1.65% |
| 207 | >2022 | Transit Van | R1Z-LR CREW RWD | All Oem Pkg's | 1.65% |
| 208 | >2022 | Transit Van | R2C-MR CARGO AWD | All Oem Pkg's | 1.65% |
| 209 | >2022 | Transit Van | R2D-MR CREW AWD | All Oem Pkg's | 1.65% |
| 210 | >2022 | Transit Van | R2V-HR CREW AWD | All Oem Pkg's | 1.65% |
| 211 | >2022 | Transit Van | R2X-HR CARGO AWD | All Oem Pkg's | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| 212 | >2022 | Transit Van | R2Y-LR CARGO AWD | All Oem Pkg's | 1.65% |
| 213 | >2022 | Transit Van | R2Z-LR CREW AWD | All Oem Pkg's | 1.65% |
| 214 | >2022 | Transit Van | R3U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 215 | >2022 | Transit Van | R3X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 216 | >2022 | Transit Van | R5P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 217 | >2022 | Transit Van | R5Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 218 | >2022 | Transit Van | R7P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 219 | >2022 | Transit Van | R7Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 220 | >2022 | Transit Van | S4U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 221 | >2022 | Transit Van | S4V-HR CREW RWD | All Oem Pkg's | 1.65% |
| 222 | >2022 | Transit Van | S4W-HR CREW AWD | All Oem Pkg's | 1.65% |
| 223 | >2022 | Transit Van | S4X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 224 | >2022 | Transit Van | S6P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 225 | >2022 | Transit Van | S6Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 226 | >2022 | Transit Van | S8P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 227 | >2022 | Transit Van | S8Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 228 | >2022 | Transit Van | U4X-HR PASS XL RWD | All Oem Pkg's | 1.65% |
| 229 | >2022 | Transit Van | U5X-HR PASS XL AWD | All Oem Pkg's | 1.65% |
| 230 | >2022 | Transit Van | U6P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 231 | >2022 | Transit Van | U6Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 232 | >2022 | Transit Van | U8P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 233 | >2022 | Transit Van | U8U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 234 | >2022 | Transit Van | U8X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 235 | >2022 | Transit Van | U8Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 236 | >2022 | Transit Van | W1D-MR CREW RWD | All Oem Pkg's | 1.65% |
| 237 | >2022 | Transit Van | W1V-HR CREW RWD | All Oem Pkg's | 1.65% |
| 238 | >2022 | Transit Van | W1X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 239 | >2022 | Transit Van | W1Y-LR CARGO RWD | All Oem Pkg's | 1.65% |
| 240 | >2022 | Transit Van | W1Z-LR CREW RWD | All Oem Pkg's | 1.65% |
| 241 | >2022 | Transit Van | W2C-MR CARGO AWD | All Oem Pkg's | 1.65% |
| 242 | >2022 | Transit Van | W2D-MR CREW AWD | All Oem Pkg's | 1.65% |
| 243 | >2022 | Transit Van | W2V-HR CREW AWD | All Oem Pkg's | 1.65% |
| 244 | >2022 | Transit Van | W2X-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 245 | >2022 | Transit Van | W2Y-LR CARGO AWD | All Oem Pkg's | 1.65% |
| 246 | >2022 | Transit Van | W2Z-LR CREW AWD | All Oem Pkg's | 1.65% |
| 247 | >2022 | Transit Van | W3U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 248 | >2022 | Transit Van | W3X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 249 | >2022 | Transit Van | W4X-HR PASS XL RWD | All Oem Pkg's | 1.65% |
| 250 | >2022 | Transit Van | W4Z-MR PASS XL RWD | All Oem Pkg's | 1.65% |
| 251 | >2022 | Transit Van | W5P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 252 | >2022 | Transit Van | W5Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 253 | >2022 | Transit Van | W7P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 254 | >2022 | Transit Van | W7Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 255 | >2022 | Transit Van | W9C-MR CARGO RWD | All Oem Pkg's | 1.65% |
| 256 | >2022 | Transit Van | X2C-MR PASS XL RWD | All Oem Pkg's | 1.65% |
| 257 | >2022 | Transit Van | X2X-HR PASS XL RWD | All Oem Pkg's | 1.65% |
| 258 | >2022 | Transit Van | X2Y-LR PASS XL RWD | All Oem Pkg's | 1.65% |
| 259 | >2022 | Transit Van | X9C-MR PASS XL AWD | All Oem Pkg's | 1.65% |
| 260 | >2022 | Transit Van | X9X-HR PASS XL AWD | All Oem Pkg's | 1.65% |
| 261 | >2022 | Transit Van | X9Y-LR PASS XL AWD | All Oem Pkg's | 1.65% |
| | >2022 | Edge Suv | | | |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| 263 | >2022 | Edge Suv | K3G-EDGE FWD-SE | All Oem Pkg's | 1.65% |
| 264 | >2022 | Edge Suv | K3J-EDGE FWD-SEL | All Oem Pkg's | 1.65% |
| 265 | >2022 | Edge Suv | K3K-EDGE FWD-TITAN | All Oem Pkg's | 1.65% |
| 266 | >2022 | Edge Suv | K4A-EDGE AWD-ST | All Oem Pkg's | 1.65% |
| 267 | >2022 | Edge Suv | K4G-EDGE AWD-SE | All Oem Pkg's | 1.65% |
| 268 | >2022 | Edge Suv | K4J-EDGE AWD-SEL | All Oem Pkg's | 1.65% |
| 269 | >2022 | Edge Suv | K4K-EDGE AWD-TITAN | All Oem Pkg's | 1.65% |
| | >2022 | Transit Connect | | | |
| 271 | >2022 | 43-TRAN CONNCT WAG | E8F-TRANCON-WGN-XLT | All Oem Pkg's | 1.65% |
| 272 | >2022 | 43-TRAN CONNCT WAG | E8G-TRANCON-WGN-TTN | All Oem Pkg's | 1.65% |
| 273 | >2022 | 43-TRAN CONNCT WAG | E9E-TRANCON-WGN-XL | All Oem Pkg's | 1.65% |
| 274 | >2022 | 43-TRAN CONNCT WAG | E9F-TRANCON-WGN-XLT | All Oem Pkg's | 1.65% |
| 275 | >2022 | 43-TRAN CONNCT WAG | E9G-TRANCON-WGN-TTN | All Oem Pkg's | 1.65% |
| 276 | >2022 | 43-TRAN CONNCT WAG | S8F-TRANCON-WGN-XLT | All Oem Pkg's | 1.65% |
| 277 | >2022 | 43-TRAN CONNCT WAG | S9E-TRANCON-WGN-XL | All Oem Pkg's | 1.65% |
| 278 | >2022 | 43-TRAN CONNCT WAG | S9F-TRANCON-WGN-XLT | All Oem Pkg's | 1.65% |
| | >2022 | Escape SUV | | | |
| 280 | >2022 | 45-ESCAPE | U0B-SE FHEV FWD | All Oem Pkg's | 1.65% |
| 281 | >2022 | 45-ESCAPE | U0C-SEL FHEV FWD | All Oem Pkg's | 1.65% |
| 282 | >2022 | 45-ESCAPE | U0D-TIT FHEV FWD | All Oem Pkg's | 1.65% |
| 283 | >2022 | 45-ESCAPE | U0E-PHEV FWD | All Oem Pkg's | 1.65% |
| 284 | >2022 | 45-ESCAPE | U0F-BASE FWD | All Oem Pkg's | 1.65% |
| 285 | >2022 | 45-ESCAPE | U0G-ACTIVE FWD | All Oem Pkg's | 1.65% |
| 286 | >2022 | 45-ESCAPE | U0H-SEL FWD | All Oem Pkg's | 1.65% |
| 287 | >2022 | 45-ESCAPE | U0J-PLATINUM FWD | All Oem Pkg's | 1.65% |
| 288 | >2022 | 45-ESCAPE | U0K-SEL PHEV FWD | All Oem Pkg's | 1.65% |
| 289 | >2022 | 45-ESCAPE | U0L-TIT PHEV FWD | All Oem Pkg's | 1.65% |
| 290 | >2022 | 45-ESCAPE | U9B-SE FHEV AWD | All Oem Pkg's | 1.65% |
| 291 | >2022 | 45-ESCAPE | U9C-SEL FHEV AWD | All Oem Pkg's | 1.65% |
| 292 | >2022 | 45-ESCAPE | U9D-TIT FHEV AWD | All Oem Pkg's | 1.65% |
| 293 | >2022 | 45-ESCAPE | U9F-BASE AWD | All Oem Pkg's | 1.65% |
| 294 | >2022 | 45-ESCAPE | U9G-ACTIVE AWD | All Oem Pkg's | 1.65% |
| 295 | >2022 | 45-ESCAPE | U9H-SEL AWD | All Oem Pkg's | 1.65% |
| 296 | >2022 | 45-ESCAPE | U9J-PLATINUM AWD | All Oem Pkg's | 1.65% |
| | >2022 | Police Vehicles | | | |
| 298 | >2022 | Police SUV | K8A-4DR AWD POLICE | All Oem Pkg's | 1.65% |
| 299 | >2022 | Police F150 | W1P-F150 POL RESP | All Oem Pkg's | 1.65% |

# Tab 4: Part 2, AMO percent Markup

| AMO. ITEM # | Category | OEM Brand. | Ceiling % Markup | Note |
|---|---|---|---|---|
| | Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer. | | | |
| 1 | CRANES | Auto Crane | 13% | |
| 2 | CRANES | Stellar | 13% | |
| 3 | CRANES | Liftmoore | 13% | |
| 4 | CRANES | Venturo | 13% | |
| 5 | CRANES | Tiger | 14% | |
| 6 | CRANES | VMAC | 14% | |
| 7 | Machines | Vanair | 14% | |
| 8 | Machines | Boss | 14% | |
| 9 | Machines | CAS | 14% | |
| 10 | Machines | American Hydraulic | 14% | |
| 11 | Machines | VMAC | 14% | |
| 12 | Machines | Wachs | 14% | |
| 13 | Machines | Cues | 14% | |
| 14 | Machines | Muncie | 14% | |
| 15 | Machines | Chelsea | 14% | |
| 16 | Service Body | Knapheide | 14% | |
| 17 | Service Body | CM | 14% | |
| 18 | Service Body | Godwin | 14% | |
| 19 | Service Body | Crysteel | 14% | |
| 20 | Service Body | Rugby | 14% | |
| 21 | Service Body | Blue Ridge | 14% | |
| 22 | Service Body | Duraclass- Brand FX | 14% | |
| 23 | Service Body | Stellar- Hooklift | 14% | |
| 24 | Service Body | Switch N Go | 14% | |
| 25 | Service Body | Venco | 14% | |
| 26 | Service Body | TPL- Lube Body & Skids | 14% | |
| 27 | Service Body | Reading | 14% | |
| 28 | Service Body | Palfinger | 19% | |
| 29 | Service Body | Dakota Body | 14% | |
| 30 | Service Body | Auto Crane | 14% | |
| 31 | Service Body | Terex | 30% | Extended Lead time |
| 32 | Service Body | Peterson | 34% | Extended Lead time |
| 33 | Service Body | Altec | 34% | Extended Lead time |
| 34 | DogBody | Mavron | 22% | |
| 35 | DogBody | Bowie International | 20% | Extended Lead time |
| 36 | LIFTGATES | Tommy Gate | 18% | |
| 37 | LIFTGATES | Waltco Liftgate | 18% | |
| 38 | LIFTGATES | Maxon Liftgates | 18% | |
| 39 | LIFTGATES | Dhollandia Liftgates | 18% | |
| 40 | LIFTGATES | Anteo Liftgates | 18% | |
| 41 | LIFTGATES | Thieman Liftgates | 18% | |
| 42 | LIFTGATES | Theiman | 18% | |
| 43 | Accessory | Buyers Products | 29% | |

| AMO. ITEM # | Category | OEM Brand. | Ceiling % Markup | Note |
|---|---|---|---|---|
| 44 | Accessory | UWS | 29% | |
| 45 | Accessory | Curt | 29% | |
| 46 | Accessory | Betterbuilt | 29% | |
| 47 | Accessory | Enpak/Miller | 29% | |
| 48 | Accessory | US Tarp | 29% | |
| 49 | Accessory | Chelsea | 29% | |
| 50 | Accessory | Muncie | 29% | |
| 51 | Accessory | Decked | 29% | |
| 52 | Accessory | Kussmall | 29% | |
| 53 | Accessory | Tigertough | 29% | |
| 54 | Accessory | Warn | 29% | |
| 55 | Accessory | Weatherguard | 29% | |
| 56 | Accessory | Roll n Lock | 29% | |
| 57 | Accessory | Retrax | 29% | |
| 58 | Accessory | ARE | 29% | |
| 59 | Accessory | Ranch | 29% | |
| 60 | Accessory | Century | 29% | |
| 61 | Accessory | LineX | 29% | |
| 62 | Accessory | Toff Brand | 29% | |
| 63 | Accessory | Aervoe | 29% | |
| 64 | Accessory | Amerex | 29% | |
| 65 | Accessory | Keystone Automotive | 29% | |
| 66 | Accessory | Meyer Distributing | 29% | |
| 67 | Accessory | Wanco (Arrow/Message Boards) Speed Trailers | 29% | |
| 68 | Accessory | Bak Flip | 29% | |
| 69 | Accessory | Cargo Glide | 29% | |
| 70 | Accessory | JBC Safety: Traffic Safety Products | 29% | |
| 71 | VAN BODY | Rockport | 14% | |
| 72 | VAN BODY | Complete Van Body | 14% | |
| 73 | VAN BODY | Conyers Mfg. | 14% | |
| 74 | VAN BODY | Supreme Corporation | 14% | |
| 75 | VANS | Masterack | 22% | |
| 76 | VANS | Legend | 22% | |
| 77 | VANS | Kargo Master | 22% | |
| 78 | VANS | Prime Design | 22% | |
| 79 | VANS | Weatherguard | 22% | |
| 80 | VANS | Ranger | 22% | |
| 81 | AERIAL | Duralift Aerial Devices | 22% | Package Disc available |
| 82 | AERIAL | Axion Aerial Devices | 22% | Package Disc available |
| 83 | AERIAL | Challenger Aerial Devices | 22% | Package Disc available |
| 84 | AERIAL | ALTEC | 33% | Package Disc available |
| 85 | AERIAL | Stamm Mfg | 24% | Package Disc available |
| 86 | LIGHTING | Trafcon Signals | 20% | |
| 87 | LIGHTING | WHELEN | 20% | |
| 88 | LIGHTING | Soundoff | 20% | |
| 89 | LIGHTING | Brookings | 20% | |
| 90 | LIGHTING | Metra | 20% | |
| 91 | LIGHTING | Code 3 | 20% | |

| AMO. ITEM # | Category | OEM Brand. | Ceiling % Markup | Note |
|---|---|---|---|---|
| 92 | LIGHTING | hg2 | 20% | |
| 93 | LIGHTING | Unity | 20% | |
| 94 | LIGHTING | Streamlight | 20% | |
| 95 | LIGHTING | Ecco | 20% | |
| 96 | LIGHTING | SpeedTech | 20% | |
| 97 | LIGHTING | Bayco | 20% | |
| 98 | LIGHTING | Able 2 Products | 20% | |
| 99 | LIGHTING | Go Light | 20% | |
| 100 | LIGHTING | Maxxima | 20% | |
| 101 | LIGHTING | Star | 20% | |
| 102 | LIGHTING | Pelican Products | 20% | |
| 103 | LE DEVICE | Phillips Aed's | 20% | |
| 104 | LE DEVICE | Zoll Aed's | 20% | |
| 105 | LE DEVICE | Watchgaurd | 20% | |
| 106 | LE DEVICE | Digital Ally | 20% | |
| 107 | LE DEVICE | Mag light | 20% | |
| 108 | LE DEVICE | Stalker | 20% | |
| 109 | LE DEVICE | AceK9 | 20% | |
| 110 | LE DEVICE | Panasonic | 20% | |
| 111 | LE DEVICE | Intermotive | 20% | |
| 112 | LE DEVICE | Dell | 20% | |
| 113 | LE DEVICE | Angel Armor | 20% | |
| 114 | LE DEVICE | Brother Printers and Accessories | 20% | |
| 115 | LE DEVICE | ISBI Window Ballistics | 20% | |
| 116 | LE DEVICE | Zebra printers and Tablets | 20% | |
| 117 | LE DEVICE | Tremco | 20% | |
| 118 | LE DEVICE | Santa Cruz | 20% | |
| 119 | LE DEVICE | Big Sky Gun Racks | 20% | |
| 120 | LE Metal | Gamber Johnson | 20% | |
| 121 | LE Metal | Havis | 20% | |
| 122 | LE Metal | Pro-Gard | 20% | |
| 123 | LE Metal | Setina | 20% | |
| 124 | LE Metal | Troy | 20% | |
| 125 | LE Metal | Jotto | 20% | |
| 126 | LE Metal | American Aluminum | 20% | |
| 127 | LE Metal | Westin | 20% | |
| 128 | LE Metal | GoRhino | 20% | |
| 129 | LE Metal | Sterling | 20% | |
| 130 | LE Metal | RanchHand | 20% | |
| 131 | LE Metal | Highway Safety Products | 20% | |
| 132 | LE Metal | Ram Mount | 20% | |
| 133 | LE Metal | Plastix Plus | 20% | |
| 134 | LE Metal | Tuffy Products | 20% | |
| 135 | LE Metal | Tufloc-Esmet | 20% | |
| 136 | LE Metal | Lund | 20% | |
| 137 | LE Metal | Ops Products | 20% | |
| 138 | LE Metal | Ray Allen K9 | 20% | |
| 139 | LE Metal | Laguna | 20% | |
| 140 | LE Metal | LEM Solutions: Printer Mounts | 20% | |

| AMO. ITEM # | Category | OEM Brand. | Ceiling % Markup | Note |
|---|---|---|---|---|
| 141 | WheelChair | Braun | 15% | |
| 142 | WheelChair | Century | 15% | |
| 143 | WheelChair | Mobility Works | 15% | |
| 144 | WheelChair | Mathews Bus | 15% | |

# Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge $2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

# Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

__DUVAL FORD_____does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contract Number BCSO 22-27-1.0

Bidder's Signature

9/5/22

# DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a $400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

## [CATEGORY 1.0] PRICING

CLICK SORT TO SEE RANKING

| | | Enter Bidder Name | Enter Bidder % over cost for vehicles bid | RANKING |
|---|---|---|---|---|
| Ranking: First | DEALER | Duval Ford | 1.65 | 1 |
| Ranking: Second | | Bozard | 4.75 | 2 |
| Ranking: Third | | No Bid | 0 | 3 |
| Ranking: Fourth | | No Bid | 0 | 4 |
| Ranking: Fifth | | No Bid | 0 | 5 |
| Ranking: Sixth | | No Bid | 0 | 6 |

| | |
|---|---|
| Lowest % Markup = 56 pts | 56 |
| Second Finish = 44 | 44 |
| Third and beyond = 0 | 0 |

STEP ONE: ENTER DEALER NAME AND BID %

STEP TWO: SORT BY CLICKING SORT BUTTON ON PERCENT ASCENDING

## PROPOSAL POINTS TOOL

| | DEALER |
|---|---|
| DEALER | Duval Ford |
| | Bozard |
| | No Bid |
| | No Bid |
| | No Bid |
| | No Bid |

| | TAB ONE | | | TAB 2 | | | | TAB 3 | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| | EXECUTIVE SUMMARY | BUSINESS LOCATION | REFERENCES | OEM CERTIFICATION | DEALER REGISTRATION | REPRESENTATATIONS & CERTIFICATION | LOCAL VENDOR AFFIDAVIT | FINANCIALS | W9 | |
| POINTS VALUE | 4 | 3 | 3 | 4 | 2 | 2 | 2 | 3 | 2 | |
| | 4 | 3 | 3 | 4 | 2 | 2 | 2 | 3 | 2 | 25 |
| | 4 | 3 | 3 | 4 | 2 | 2 | 2 | 3 | 2 | 25 |
| | 0 | | | | | | | | | 0 |
| | 0 | | | | | | | | | 0 |
| | 0 | | | | | | | | | 0 |
| | 0 | | | | | | | | | 0 |

STEP THREE: VALIDATE DOCUMENTS WERE RECEIVED IN NOTEBOOK TABS 1-3

| | DEALER | Category 1 Points | | CAT2: Florida: YES/NO | Category 2 points | DEALER COUNTY | Bradford/ Clay/ Duval/St Johns or Nassau | Category 3 Points | Cat 4 highest volume | Category 4 Points | Category 5 Points | TOTAL POINTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DEALER | Duval Ford | 56 | | YES | 5 | DUVAL | YES | 4 | HIGHEST | 35 | 25 | 125 |
| | Bozard | 44 | | YES | 5 | ST JOHNS | YES | 4 | | 0 | 20 | 73 |
| | No Bid | 0 | | NO | 0 | | NO | 0 | | 0 | 0 | 0 |
| | No Bid | 0 | | NO | 0 | | NO | 0 | | 0 | 0 | 0 |
| | No Bid | 0 | | NO | 0 | | NO | 0 | | 0 | 0 | 0 |
| | No Bid | 0 | | NO | 0 | | NO | 0 | | 0 | 0 | 0 |

STEP 4: CLICK YES/NO

STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

# *BRADFORD COUNTY TELEGRAPH*

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the ***Bradford County Telegraph***, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: **8/25 & 9/1/22 BCT.**

Affiant further says that the said ***Bradford County Telegraph*** is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.

M Goodge
Mary Goodge, Publisher's Assistant

STATE OF **FLORIDA**
COUNTY OF **BRADFORD**

The foregoing instrument was acknowledged before me this 2nd day of September, 2022.

By: Mary Goodge who is ✓ **personally** known to me who did (did not) take an oath.

Notary Public - **HEATHER WHEELER**

**STATE OF FLORIDA**
My Commission expires: **July 17, 2026**

**SEAL**

HEATHER WHEELER
Commission # HH 242059
Expires July 17, 2026

**REQUEST FOR PROPOSAL**
The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website; bradfordsheriff.org
8/25 2tchg 9/1-BCT

# Vehicle & Equipment Lease Dashboard

*FY2027 Department Replacement & Expansion Plan | Source: FY27 tab*

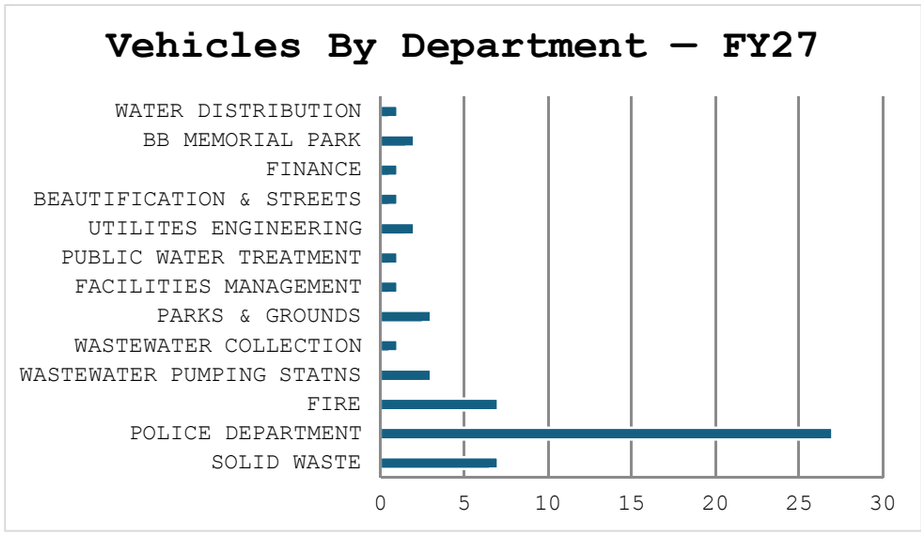
### FY2027 REPLACEMENT PLAN

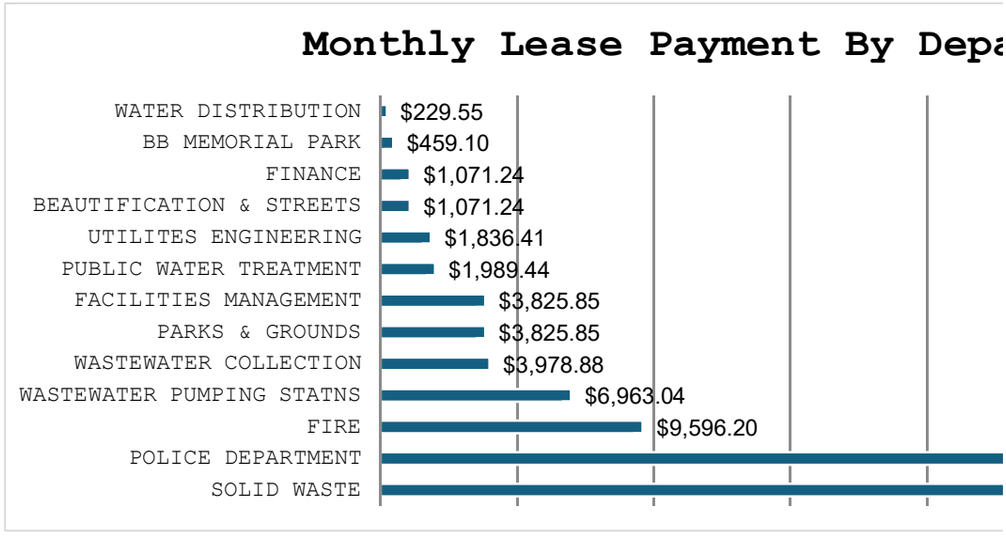
| Department | Vehicles | Monthly Payment | Annual Payment |
|---|---|---|---|
| SOLID WASTE | 7 | $42,501.48 | $494,410.00 |
| POLICE DEPARTMENT | 27 | $35,361.89 | $411,533.15 |
| FIRE | 7 | $9,596.20 | $111,678.24 |
| WASTEWATER PUMPING STATNS | 3 | $6,963.04 | $80,927.97 |
| WASTEWATER COLLECTION | 1 | $3,978.88 | $46,244.55 |
| PARKS & GROUNDS | 3 | $3,825.85 | $44,465.92 |
| FACILITIES MANAGEMENT | 1 | $3,825.85 | $44,465.92 |
| PUBLIC WATER TREATMENT | 1 | $1,989.44 | $23,122.28 |
| UTILITES ENGINEERING | 2 | $1,836.41 | $21,343.64 |
| BEAUTIFICATION & STREETS | 1 | $1,071.24 | $12,450.46 |
| FINANCE | 1 | $1,071.24 | $12,450.46 |
| BB MEMORIAL PARK | 2 | $459.10 | $5,335.91 |
| WATER DISTRIBUTION | 1 | $229.55 | $2,667.96 |
| **Total** | **57** | **$112,710.17** | **$1,311,096.46** |

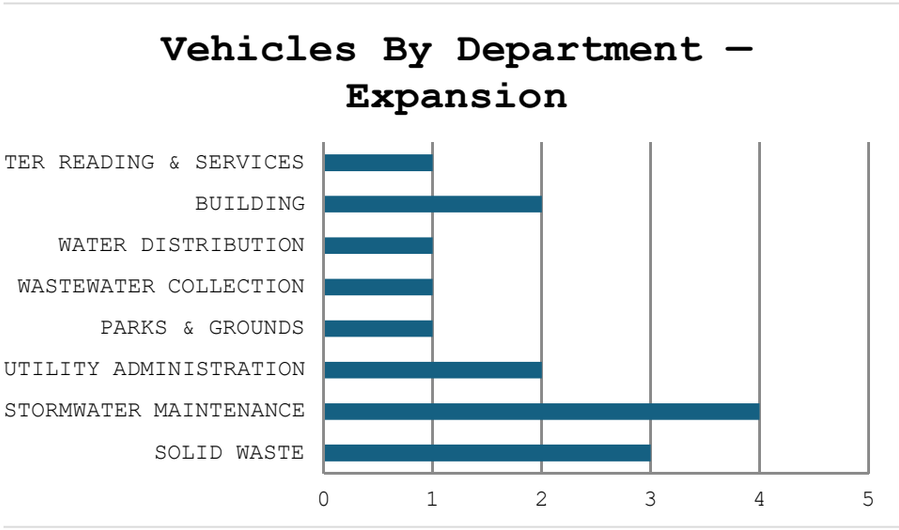
### EXPANSION / OTHER ACCOUNTS (to be budgeted separately)

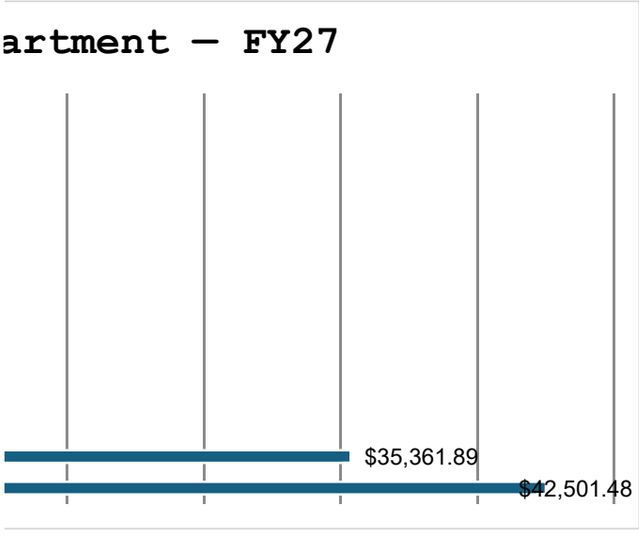
| Department | Vehicles | Monthly Payment | Annual Payment |
|---|---|---|---|
| SOLID WASTE | 3 | $22,543.21 | $262,154.05 |
| STORMWATER MAINTENANCE | 4 | $7,269.11 | $84,485.25 |
| UTILITY ADMINISTRATION | 2 | $2,601.58 | $30,236.82 |
| PARKS & GROUNDS | 1 | $2,448.54 | $28,458.19 |
| WASTEWATER COLLECTION | 1 | $1,300.79 | $15,118.41 |
| WATER DISTRIBUTION | 1 | $1,300.79 | $15,118.41 |
| BUILDING | 2 | $1,285.48 | $14,940.54 |
| METER READING & SERVICES | 1 | $642.74 | $7,470.27 |
| **Total** | **15** | **$39,392.24** | **$457,981.94** |

| | |
|---|---|
| **FY27 TOTAL ANNUAL LEASE** | **1,769,078.4** |


Vehicles By Department — FY27
WATER DISTRIBUTION
BB MEMORIAL PARK
FINANCE
BEAUTIFICATION & STREETS
UTILITES ENGINEERING
PUBLIC WATER TREATMENT
FACILITIES MANAGEMENT
PARKS & GROUNDS
WASTEWATER COLLECTION
WASTEWATER PUMPING STATNS
FIRE
POLICE DEPARTMENT
SOLID WASTE
0
5
10
15
20
25
30


Monthly Lease Payment By Depa
WATER DISTRIBUTION
$229.55
BB MEMORIAL PARK
$459.10
FINANCE
$1,071.24
BEAUTIFICATION & STREETS
$1,071.24
UTILITES ENGINEERING
$1,836.41
PUBLIC WATER TREATMENT
$1,989.44
FACILITIES MANAGEMENT
$3,825.85
PARKS & GROUNDS
$3,825.85
WASTEWATER COLLECTION
$3,978.88
WASTEWATER PUMPING STATNS
$6,963.04
FIRE
$9,596.20
POLICE DEPARTMENT
SOLID WASTE


Vehicles By Department — Expansion
TER READING & SERVICES
BUILDING
WATER DISTRIBUTION
WASTEWATER COLLECTION
PARKS & GROUNDS
UTILITY ADMINISTRATION
STORMWATER MAINTENANCE
SOLID WASTE
0
1
2
3
4
5


artment — FY27
$35,361.89
$42,501.48

| CC | DEPARTMENT | UNIT # |
|---|---|---|
| | | |
| | | |
| 021011 | POLICE DEPARTMENT | 3915 |
| 021011 | POLICE DEPARTMENT | 3918 |
| 021011 | POLICE DEPARTMENT | 3837 |
| 021011 | POLICE DEPARTMENT | 3863 |
| 021011 | POLICE DEPARTMENT | 3838 |
| 021011 | POLICE DEPARTMENT | 3835 |
| 021011 | POLICE DEPARTMENT | 3016 |
| 021011 | POLICE DEPARTMENT | 7100 |
| 021011 | POLICE DEPARTMENT | 3303 |
| 021011 | POLICE DEPARTMENT | 3223 |
| 021011 | POLICE DEPARTMENT | 3056 |
| 021011 | POLICE DEPARTMENT | 3420 |
| 021011 | POLICE DEPARTMENT | 3234 |
| 021011 | POLICE DEPARTMENT | 3229 |
| 021011 | POLICE DEPARTMENT | 4027 |
| 021011 | POLICE DEPARTMENT | 4968 |
| 021011 | POLICE DEPARTMENT | 4276 |
| 021011 | POLICE DEPARTMENT | 4057 |
| 021011 | POLICE DEPARTMENT | 4274 |
| 021011 | POLICE DEPARTMENT | 4034 |
| 021011 | POLICE DEPARTMENT | 4052 |
| 021011 | POLICE DEPARTMENT | 4271 |
| 021011 | POLICE DEPARTMENT | 4054 |
| 021011 | POLICE DEPARTMENT | 4050 |
| 021011 | POLICE DEPARTMENT | 4301 |
| | | **25** |
| | | |
| | | |
| | | |
| 022010 | FIRE | 847 |
| 022010 | FIRE | 899 |
| 022010 | FIRE | 869 |
| 022010 | FIRE | 8604 |
| 022010 | FIRE | 8919 |
| 022010 | FIRE | 890 |
| 022010 | FIRE | 848 |
| | | |
| | | **7** |
| | | |
| | | |
| | | |
| 025015 | SOLID WASTE | 1975 |
| 025015 | SOLID WASTE | 1207 |
| 025015 | SOLID WASTE | 1208 |
| 025015 | SOLID WASTE | 1209 |
| 025015 | SOLID WASTE | 1862 |
| 025015 | SOLID WASTE | 1003 |
| 025015 | SOLID WASTE | 1980 |
| | | **3** |
| | | |

| | | |
|---|---|---|
| | | |
| 025011 | FACILITIES MANAGEMENT | 8654 |
| | | |
| | | **0** |
| | | |
| | | |
| | | |
| 014010 | PIO | 7702 |
| | | |
| | | **0** |
| | | |
| | | |
| | | |
| 027030 | PARKS & GROUNDS | 8651 |
| 027030 | PARKS & GROUNDS | 5912 |
| 027030 | PARKS & GROUNDS | 8907 |
| | | |
| | | **3** |
| | | |
| | | |
| | | |
| 031010 | BB MEMORIAL PARK | 8511 |
| 031010 | BB MEMORIAL PARK | 8512 |
| | | |
| | | |
| | | |
| | | |
| | | |
| 025012 | BEAUTIFICATION & STREE | 5904 |
| | | |
| | | **1** |
| | | |
| | | |
| | | |
| | | |
| 028011 | PUBLIC WATER TREATMEI | 2365 |
| | | **1** |
| | | |
| | | |
| | | |
| 028010 | WATER DISTRIBUTION | 8122 |
| | | |
| | | **1** |
| | | |
| | | |
| | | |
| 028016 | WASTEWATER PUMPING S | 2538 |
| 028016 | WASTEWATER PUMPING S | 2637 |
| 028016 | WASTEWATER PUMPING S | 2640 |
| | | **3** |

| | | |
|---|---|---|
| | | |
| | | |
| 028023 | UTILITES ENGINEERING | 2904 |
| 028023 | UTILITES ENGINEERING | 2043 |
| | | |
| | | |
| | | |
| | | |
| 028015 | WASTEWATER COLLECTIC | 1833 |
| | | |
| | | |
| | | |
| | | |
| | | |
| 027030 | PARKS & GROUNDS | NEW |
| 024011 | BUILDING | NEW |
| 024011 | BUILDING | NEW |
| 028014 | METER READING & SERVIC | NEW |
| 028011 | PUBLIC WATER TREATMEI | NEW |
| 028021 | UTILITY ADMINISTRATION | NEW |
| 028021 | UTILITY ADMINISTRATION | NEW |
| 028010 | WATER DISTRIBUTION | NEW |
| 028024 | STORMWATER MAINTENAI | NEW |
| 028015 | WASTEWATER COLLECTIC | NEW |
| 028024 | STORMWATER MAINTENAI | NEW |
| 028024 | STORMWATER MAINTENAI | NEW |
| 028024 | STORMWATER MAINTENAI | NEW |
| 025015 | SOLID WASTE | NEW |
| 025015 | SOLID WASTE | NEW |
| 025015 | SOLID WASTE | NEW |
| 028015 | WASTEWATER COLLECTIC | NEW |
| | | |

| | | |
|---|---|---|
| | | |
| | | **0** |
| | | |

| EQUIPMENT DETAIL |
| --- |
| |
| |
| 2018 CHEVY MAILBU |
| 2019 FORD FUSION |
| 2018 FORD FUSION |
| 2018 FORD FUSION |
| 2018 FORD FUSION |
| 2018 FORD FUSION |
| 2020 FORD ESCAPE |
| 2021 DODGE DURANGO |
| 2023 CHEVY TAHOE |
| 2022 CHEVY TAHOE |
| 2020 GMC ARCADIA |
| 2021 CHEVY TRAVERSE |
| 2021 CHEVY TRAVERSE |
| 2021 CHEVY TRAVERSE |
| 2020 CHEVY TAHOE |
| 2019 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2020 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2022 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2023 FORD INTERCEPTOR |
| |
| |
| |
| |
| 2013 FORD F250 |
| 2020 FORD ESCAPE |
| 2020 FORD EXPLORER |
| 2006 LAND PRIDE UTILITY CART |
| 2019 MOTO UTILITY CART |
| 2009 CHEVY EXPRESS VAN |
| 2013 FORD F150 |
| |
| |
| |
| |
| |
| 2019 CHEVY SILVERADO |
| 2022 AUTOCAR AUOTMATED SIDE LOADER |
| 2022 AUTOCAR AUOTMATED SIDE LOADER |
| 2022 PETERBILT AUTOMATED SIDE LOADER |
| 2018 FREIGHTLINER GRAPPLE TRUCK |
| 2020 AUTOCAR REAR LOADER |
| 2019 AUTOCAR ROLL OFF |
| |
| |

2016 GENIE ARTICULATED BOOM LIFT

FORD EXPLORER

2016 BOBCAT
2019 CHEVY SILVERADO
2019 POLARIS UTV

2000 12FT OPEN UTILITY TRAILER
2000 12FT OPEN UTILITY TRAILER

2019 CHEVY SILVERADO

2016 FORD F350 UTILITY BODY

2002 WELLS FARGO TRAILER

2016 FORD ESCAPE
2015  F550 UTILITY BODY WITH CRANE
2015  F550 UTILITY BODY WITH CRANE

| |
|---|
| |
| |
| 2019 CHEVY SILVERADO |
| 2019 FORD ESCAPE |
| |
| |
| |
| |
| WACH VALVE ADJUSTING TRAILER |
| |
| |
| |
| |
| |
| 2010 CHEVY SILVERADO 3500 DUMP TRUCK 6005 |
| 2022 FORD MAVERICK (6201 - 897 CODE) |
| 2022 FORD MAVERICK (6202 - 868 CODE) |
| TO BE BUDGETED SEPARATELY- NEW ADDITION |
| TO BE BUDGETED SEPARATELY- NEW ADDITION |
| TO BE BUDGETED SEPARATELY-DNR REPLACE 36 |
| TO BE BUDGETED SEPARATELY-DNR REPLACE 48 |
| TO BE BUDGETED SEPARATELY-DNR REPLACE 36 |
| TO BE BUDGETED SEPARATELY-DNR REPLACE 42 |
| TO BE BUDGETED SEPARATELY-DNR REPLACE 86 |
| TO BE BUDGETED SEPARATELY-DNR REPLACE 25 |
| TO BE BUDGETED SEPARATELY-DNR REPLACE 25 |
| TO BE BUDGETED SEPARATELY-DNR REPLACE 25 |
| TO BE BUDGETED SEPARATELY BY DEPARTMENT |
| TO BE BUDGETED SEPARATELY BY DEPARTMENT |
| TO BE BUDGETED SEPARATELY BY DEPARTMENT |
| TO BE BUDGETED SEPARATELY BY DEPARTMENT |
| |

| |
|---|
| |
| |
| |

| DESCRIPTION OF REPLACEMENT | ACTUAL AMT |
|---|---|
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD EXPLORER NON PURSUIT OR SIMILAR SUV | $ 35,417.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| FORD EXPLORER NON PURSUIT OR SIMILAR SUV | $ 35,417.00 |
| CHEVY TAHOE OR SILVERADO | $ 51,219.00 |
| FORD EXPLORER NON PURSUIT OR SIMILAR SUV OR PICK UP | $ 51,436.00 |
| FORD EXPLORER NON PURSUIT OR SIMILAR SUV | $ 35,417.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 |
| FORD F150 RESPONDER MARKED K9 PACKAGE | $ 50,794.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 |
| **TOTAL** | **$ 1,079,616.00** |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD F250 /F350 - CREW CAB, WHITE, , 4X4 , 6.7 DIESEL,STX., UTILITY BOD | $ 106,787.00 |
| CHEVY TAHOE , WHITE, ADMIN PKG LIGHTS, VISIOR RED/CLEAR , REAR WI | $ 71,912.00 |
| CHEVY SURBURBAN, RED , PPV PACKAGE , RED/WHITE LIGHT PACKAGE | $ 80,127.00 |
| CAN AM UTV SERV CART | $ 46,476.49 |
| CAN AM UTV SERV CART | $ 46,476.49 |
| FORD T150 CARGO VAN ,WHITE CARGO LIGHT | $ 57,632.00 |
| CHEVY TAHOE PPV, WHITE,LIGHTS , SIREN, NO CENTER CONSOLE, NO BR | $ 62,224.00 |
| | |
| **TOTAL** | **$ 471,634.98** |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD F150 CREW CAB, HYBRID, STROBES, TOW PKG OR SIMILAR | $ 52,793.00 |
| MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR S | $ 448,522.00 |
| MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR S | $ 448,522.00 |
| MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR S | $ 448,522.00 |
| MACK MD7 TRASH TRUCK | $ 167,770.00 |
| MACK GRANITE W/HEIL REAR LOADER 28CYD, DUAL TIPPER, 360 CAMERAS | $ 365,942.00 |
| MACK TE OR GRANITE ROLL OFF TRUCK W/ GALBREATH HOIST | $ 301,285.00 |
| **TOTAL** | **$ 2,233,356.00** |
| | |

| | |
|---|---|
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD F550/600 , GAS, WITH TEREX 40 ARTICULATING / TELOCOPING AERIA | $ 229,000.00 |
| **TOTAL** | **$ 229,000.00** |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| CHEVY TAHOE | $ 66,853.00 |
| **TOTAL** | **$ 66,853.00** |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| CAT 265 TRACK LOADER , AC, GRAPPLE BUCKET, STUMP GRINDER | $ 137,905.00 |
| FORD F150 CREW CAB, HYBRID, STROBES, TOW PKG OR SIMILAR | $ 58,860.00 |
| KUBUTA UTV, DUMP BED | $ 22,434.41 |
| | |
| **TOTAL** | **$ 219,199.41** |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| 10 FT DUMP TRAILER | $ 8,265.79 |
| 16 FT ENCLOSED TRAILER | $ 8,736.58 |
| | |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | **$ 17,002.37** |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD F250, CREW CAB, 4X4, TOW PKG | $ 63,460.00 |
| | |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | **$ 63,460.00** |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2026** | |
| | |
| FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE | $ 98,312.00 |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | **$ 98,312.00** |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| 8.5 X 20FT ENCLOSED TRAILER , RAMP DOOR FLAT NOSE | $ 12,152.66 |
| | |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | **$ 12,152.66** |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES , STROBES, ROLL N | $ 64,544.00 |
| FORD F550, DIESEL, UTILITY BODY,HC8X AUTO CRANE, VISE, LIGHT BAR | $ 192,855.00 |
| FORD F550, DIESEL, UTILITY BODY,HC8XAUTO CRANE, VISE, LIGHT BAR | $ 192,855.00 |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | **$ 450,254.00** |

| | |
|---|---|
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD F150 OR CHEVY/GMC 1500 CREW CAB, LONG BED,4X4,STROBES, LG | $ 58,860.00 |
| FORD F150 OR CHEVY/GMC 1500 CREW CAB, LONG BED,4X4,STROBES, LG | $ 58,860.00 |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | **$ 117,720.00** |
| | |
| | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD F550, EXT CAB, GAS WITH WACH VALVE ADJUSTING SKID BODY | $ 236,695.00 |
| | |
| **DEPARTMENT REPLACEMENT FUNDS BALANCE** | **$ 236,695.00** |
| | |
| **EXPANSION -NEW ADDITIONAL PURCHASES- OTHER ACCOUNTS** | |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** | |
| FORD F550,CREW CAB DIESEL, 9 FT HYD DUMP BODY, ELEC TARP, TOW P | $ 106,019.00 |
| FORD MAVERICK, HYBRID, STROBES, BED COVER | $ 33,196.00 |
| FORD MAVERICK, HYBRID, STROBES, BED COVER | $ 33,196.00 |
| FORD MAVERICK, HYBRID, STROBES, BED COVER | $ 33,196.00 |
| FORD F250 OR CHEVY/GMC 2500 4X4 | $ 64,544.00 |
| FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES , STROBES, ROLL N | $ 64,544.00 |
| FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES , STROBES, ROLL N | $ 64,544.00 |
| FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES , STROBES, ROLL N | $ 64,544.00 |
| FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES , STROBES, ROLL N | $ 64,544.00 |
| FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES , STROBES, ROLL N | $ 64,544.00 |
| FORD F350, 9FT UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR | $ 98,312.00 |
| FORD F350, 9FT UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR | $ 98,312.00 |
| FORD F350, 9FT UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR | $ 101,568.00 |
| MACK GRANITE W/ HEIL SPLIT BODY RECYCLE TRUCK | $ 489,787.00 |
| INTERNATIONAL WITH 50YD ROTOBECK GRAPPLE, CAMERAS , SCALE | $ 336,810.00 |
| INTERNATIONAL WITH 50YD ROTOBECK GRAPPLE, CAMERAS , SCALE | $ 336,810.00 |
| FORD F550, GAS WITH CUES TV BODY & EQUIPMENT | $ 622,043.03 |
| | **$ 2,676,513.03** |

| | |
|---|---|
| | |
| | |
| | |
| **TOTAL** | **$ 7,971,768.45** |

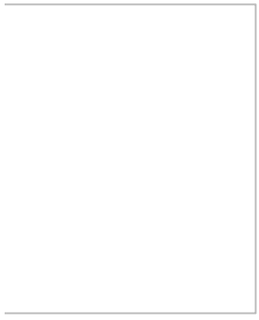
| UPFIT COST | FINAL QUOTE PRICE |
|---|---|
| $ 4,774.00 | $ 40,191.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 4,774.00 | $ 40,191.00 |
| $ 4,774.00 | $ 55,993.00 |
| $ 11,163.78 | $ 62,599.78 |
| $ 4,774.00 | $ 40,191.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 4,774.00 | $ 43,918.00 |
| $ 26,700.98 | $ 77,494.98 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| $ 14,947.49 | $ 61,709.49 |
| **$ 249,401.66** | **$ 1,329,017.66** |
| | |
| | |
| | |
| | $ 106,787.00 |
| | $ 71,912.00 |
| | $ 80,127.00 |
| | $ 46,476.49 |
| | $ 46,476.49 |
| | $ 57,632.00 |
| | $ 62,224.00 |
| | |
| **$ -** | **$ 471,634.98** |
| | |
| | |
| | |
| | $ 52,793.00 |
| | $ 448,522.00 |
| | $ 448,522.00 |
| | $ 448,522.00 |
| | $ 167,770.00 |
| | $ 365,942.00 |
| | $ 301,285.00 |
| | **$ 2,233,356.00** |
| | |

Green = 5 Year term

Blue = 7 Year term

| | |
|---|---|
| | |
| | |
| | $ 229,000.00 |
| | **$ 229,000.00** |
| | |
| | |
| | |
| | |
| | $ 66,853.00 |
| | **$ 66,853.00** |
| | |
| | |
| | |
| | |
| | $ 137,905.00 |
| | $ 58,860.00 |
| | $ 22,434.41 |
| | |
| | **$ 219,199.41** |
| | |
| | |
| | |
| | $ 8,265.79 |
| | $ 8,736.58 |
| | |
| | **$ 17,002.37** |
| | |
| | |
| | |
| | $ 63,460.00 |
| | |
| | **$ 63,460.00** |
| | |
| | |
| | |
| | |
| | $ 98,312.00 |
| | **$ 98,312.00** |
| | |
| | |
| | |
| | $ 12,152.66 |
| | |
| | **$ 12,152.66** |
| | |
| | |
| | |
| | $ 64,544.00 |
| | $ 192,855.00 |
| | $ 192,855.00 |
| | **$ 450,254.00** |

| | |
|---|---|
| | |
| | |
| | |
| | $ 58,860.00 |
| | $ 58,860.00 |
| | **$ 117,720.00** |
| | |
| | |
| | |
| | $ 236,695.00 |
| | |
| | **$ 236,695.00** |
| | |
| | |
| | |
| | $ 106,019.00 |
| | $ 33,196.00 |
| | $ 33,196.00 |
| | $ 33,196.00 |
| | $ 64,544.00 |
| | $ 64,544.00 |
| | $ 64,544.00 |
| | $ 64,544.00 |
| | $ 64,544.00 |
| | $ 64,544.00 |
| | $ 98,312.00 |
| | $ 98,312.00 |
| | $ 101,568.00 |
| | $ 489,787.00 |
| | $ 336,810.00 |
| | $ 336,810.00 |
| | $ 622,043.03 |
| | **$ 2,676,513.03** |
| | |
| | |
| | |
| **$ 249,401.66** | **$ 8,221,170.11** |



| CC | DEPARTMENT | UNIT # |
|---|---|---|
| | | |
| | | |
| 028015 | WASTEWATER COLLECTION | |
| 028024 | STORMWATER MAINTENANCE | |
| 025012 | BEAUTIFICATION & STREETS | |
| | | |
| | | |
| 022010 | FIRE | ST1 |
| 022010 | FIRE | ST3 |
| | | |
| | | |
| 022010 | FIRE | ST1 |
| 022010 | FIRE | ST3 |
| 022010 | FIRE | ST4 |
| 022010 | FIRE | ST4 |
| | | |
| | | |
| 022010 | FIRE | ST5 |
| | | |
| | | **0** |
| | | |

| EQUIPMENT DETAIL |
| --- |
| |
| |
| 124 E Woolbright Rd, Boynton Beach, FL 33435 |
| 124 E Woolbright Rd, Boynton Beach, FL 33435 |
| 222 NE 9th Avenue ,Boynton Beach, FL 33435 |
| |
| |
| 200 NE 1st St, Boynton Beach, FL 33435 |
| 3501 N Congress Ave, Boynton Beach, FL 3343 |
| |
| |
| 200 NE 1st St, Boynton Beach, FL 33435 |
| 3501 N Congress Ave, Boynton Beach, FL 3343 |
| 1919 Federal Hwy, Boynton Beach, FL 33435 |
| 1919 Federal Hwy, Boynton Beach, FL 33435 |
| |
| |
| 2080 High Ridge Rd, Boynton Beach, FL 33426 |
| |
| |
| |

| DESCRIPTION OF REPLACEMENT |
| --- |
| |
| **REPLACEMENT AMOUNT FY2026** |
| MACK W/ VAC CON VAC TRUCK |
| MACK W/ VAC CON VAC TRUCK |
| CAT 416 BACKOE LOADER W/ QUICK DISCONNECT CLAM BUCKET, FORKS/ TR |
| |
| **REPLACEMENT AMOUNT FY2025** |
| INTERNATIONAL MV607, CREW CAB, FRAZER RESCUE UNIT |
| INTERNATIONAL MV607, CREW CAB, FRAZER RESCUE UNIT |
| |
| **REPLACEMENT AMOUNT FY2024** |
| SUTPHEN SL75 LADDER TRUCK , CUMMINS, ALLISON EVS3000 |
| SUTPHEN SL75 LADDER TRUCK , CUMMINS, ALLISON EVS3000 |
| SUTPHEN SL75 LADDER TRUCK , CUMMINS, ALLISON EVS3000 |
| INTERNATIONAL MV , CUMMINS ,WITH FRAZER TYPE 1 RESCUE |
| |
| **REPLACEMENT AMOUNT FY2023** |
| SUTPHEN PUMPER |
| |
| |
| **TOTAL** |

| | |
| --- | --- |
| **TOTAL FIRE** | |
| **TOTAL - OTHER** | |

| AMTOUNT | | |
|---|---|---|
| $ 659,959.00 | | 7-year 1 |
| $ 659,959.00 | | 7-year1 |
| $ 136,650.00 | | 7-year1 |
| $ 1,456,568.00 | | |
| | | |
| $ 551,162.00 | | 7 year sch 2 |
| $ 551,162.00 | | 7 year sch 2 |
| $ 1,102,324.00 | | |
| | | |
| $ 1,664,725.00 | PAID | 10 year |
| $ 1,664,725.00 | PAID | 10 year |
| $ 1,664,725.00 | | 10 year |
| $ 498,412.00 | | 7 year sch 2 |
| $ 5,492,587.00 | | |
| | | |
| $ 927,280.61 | | 10 year |
| $ 927,280.61 | | |
| | | |
| **$ 8,978,759.61** | | |

| | |
|---|---|
| **$ 7,522,191.61** | |
| **$ 1,456,568.00** | |

| CC | DEPARTMENT | UNIT # |
|---|---|---|
| | | |
| | | |
| 021011 | POLICE DEPARTMENT | 3915 |
| 021011 | POLICE DEPARTMENT | 3918 |
| 021011 | POLICE DEPARTMENT | 3837 |
| 021011 | POLICE DEPARTMENT | 3863 |
| 021011 | POLICE DEPARTMENT | 3838 |
| 021011 | POLICE DEPARTMENT | 3835 |
| 021011 | POLICE DEPARTMENT | 3016 |
| 021011 | POLICE DEPARTMENT | 7100 |
| 021011 | POLICE DEPARTMENT | 3303 |
| 021011 | POLICE DEPARTMENT | 3223 |
| 021011 | POLICE DEPARTMENT | 3056 |
| 021011 | POLICE DEPARTMENT | 3420 |
| 021011 | POLICE DEPARTMENT | 3234 |
| 021011 | POLICE DEPARTMENT | 3229 |
| 021011 | POLICE DEPARTMENT | 4027 |
| 021011 | POLICE DEPARTMENT | 4968 |
| 021011 | POLICE DEPARTMENT | 4276 |
| 021011 | POLICE DEPARTMENT | 4057 |
| 021011 | POLICE DEPARTMENT | 4274 |
| 021011 | POLICE DEPARTMENT | 4034 |
| 021011 | POLICE DEPARTMENT | 4052 |
| 021011 | POLICE DEPARTMENT | 4271 |
| 021011 | POLICE DEPARTMENT | 4054 |
| 021011 | POLICE DEPARTMENT | 4050 |
| 021011 | POLICE DEPARTMENT | 4301 |
| 021011 | POLICE DEPARTMENT | |
| 021011 | POLICE DEPARTMENT | |
| | | **25** |
| | | |
| | | |

| EQUIPMENT DETAIL |
| --- |
| |
| |
| 2018 CHEVY MAILBU |
| 2019 FORD FUSION |
| 2018 FORD FUSION |
| 2018 FORD FUSION |
| 2018 FORD FUSION |
| 2018 FORD FUSION |
| 2020 FORD ESCAPE |
| 2021 DODGE DURANGO |
| 2023 CHEVY TAHOE |
| 2022 CHEVY TAHOE |
| 2020 GMC ARCADIA |
| 2021 CHEVY TRAVERSE |
| 2021 CHEVY TRAVERSE |
| 2021 CHEVY TRAVERSE |
| 2020 CHEVY TAHOE |
| 2019 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2020 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2022 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2021 FORD INTERCEPTOR |
| 2023 FORD INTERCEPTOR |
| 2023 MERCURY 300XL OUTBOARD ENGINE |
| 2023 MERCURY 300XL OUTBOARD ENGINE |
| |
| |
| |

| DESCRIPTION OF REPLACEMENT |
|---|
| |
| **DEPARTMENT REPLACEMENT AMOUNT FY2027** |
| TOYOTA RAV4 HYBRID OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| FORD EXPLORER NON PURSUIT OR SIMILAR SUV |
| CHEVY TAHOE |
| FORD EXPLORER NON PURSUIT OR SIMILAR SUV |
| TOYOTA RAV4 HYBRID OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| NISSAN PATHFINDER OR SIMILAR SUV |
| FORD F150 RESPONDER MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| FORD INTERCEPTOR HYBRID- MARKED |
| 2026 MERCURY 300CXL ENGINE - TO BE PURCHASED |
| 2026 MERCURY 300CXL ENGINE - TO BE PURCHASED |
| **TOTAL** |
| |
| |

| ESTIMATED AMT | 5 Year Annual Payments | 5 Year Monthly Payments |
|---|---|---|
| $ 50,000.00 | | |
| $ 58,000.00 | | |
| $ 58,000.00 | | |
| $ 58,000.00 | | |
| $ 58,000.00 | | |
| $ 58,000.00 | | |
| $ 58,000.00 | | |
| $ 58,000.00 | | |
| $ 80,000.00 | | |
| $ 58,000.00 | | |
| $ 50,000.00 | | |
| $ 58,000.00 | | |
| $ 58,000.00 | | |
| $ 58,000.00 | | |
| $ 75,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 80,000.00 | | |
| $ 25,000.00 | | |
| $ 25,000.00 | | |
| **$ 1,743,000.00** | $ 411,533.15 | $ 35,361.89 |
| | | |
| | | |

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-215- Approving a Master Equipment Lease Purchase Agreement, Schedules of Equipment No. Five and Six, an Escrow Agreement with U.S. Bank National Association, a Federal Tax Agreement, and all related closing documents with Lease Servicing Center, Inc. dba NCL Government Capital, piggybacking Sourcewell Contract No. 092424-NCL, in a total amount of $8,221,170.11; and authorizing the Mayor, City Manager, City Attorney, City Clerk, and Director of Finance to take all actions necessary to accomplish the purpose of the Agreement and this Resolution.**

**Requested Action:** Staff recommends approval of Proposed Resolution No. R26-215.

---

**Explanation of Request:** Departments across the City, including the Police Department, Fire Rescue Department, Utilities Department, and Public Works Department (including solid waste trucks), have identified vehicles and equipment for replacement or acquisition through the City's fleet replacement program. These purchases are included in the adopted FY 2026-27 budget.

On August 25, 2026, the City Commission approved Resolution No. R26-146, authorizing a tax-exempt municipal lease-purchase agreement with Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") to finance vehicles that were already on order. This item is separate from that approval. It requests a new, stand-alone lease-purchase agreement with NCL to finance the remaining FY 2026-27 fleet replacements and acquisitions, using the same financing approach.

Staff recommends that the City enter into this new tax-exempt municipal lease-purchase agreement with NCL to finance the acquisition of this equipment. Rather than paying the full purchase price in cash in a single fiscal year, the City will make fixed annual payments over five-and seven-year terms, matched to the useful life of the assets. Police Department vehicles, select Fire Rescue vehicles, and automated side-loader refuse trucks will be financed over five years. The remaining equipment, including heavier solid waste trucks and Utilities, Public Works, and other department vehicles, will be financed over seven years. When the final payment is made, the City owns the equipment outright, with no residual or balloon obligation.

Upon approval, the City will proceed with procuring the equipment in accordance with the City's purchasing policies and applicable Florida Statutes.

**Financial Benefits: Cash Preservation and Cash Flow**
The fleet purchases are budgeted for FY 2026-27 and, absent financing, would require a single large cash outlay early in the fiscal year as vehicles are ordered and delivered. Financing the acquisition through a lease-purchase agreement allows the City to retain that cash and put it to more productive use.
Specifically:

- **Cash is preserved and can be repurposed.** Funds that would otherwise be spent on the vehicles remain available to the City. Staff can direct them toward other priority capital projects, unfunded needs, or strategic reserves, or hold them in the City's investment portfolio.
- **Cash flow improves.** The City replaces one concentrated expenditure with predictable, fixed annual payments of $1,588,660.48 (5-year $686,410.94 & 7 Year $902,249.54) beginning July 1, 2027. This smooths the impact on the General Fund and the enterprise funds and reduces pressure on operating liquidity during the year.
- **Flexibility is maintained.** Retaining cash gives the City room to respond to changing fiscal conditions and other priorities without deferring fleet replacement, which would raise maintenance costs and put aging public safety and solid waste vehicles at risk of breakdown.
- **Retained cash can earn interest.** Cash that stays invested continues to generate investment income for the City. The financing carries fixed rates of Five (5) year schedule - 5.49% / Seven (7) year schedule - 5.58%, and staff will evaluate this cost against the City's expected portfolio yield. The net benefit depends on that spread and on how the retained funds are deployed.
- **Costs align with benefits.** Spreading payments over the useful life of the equipment means the residents who use these vehicles and services over time share in paying for them, rather than one year's budget bearing the full cost.
- **Payments are fixed and known.** Fixed payments simplify long-range forecasting.
- **The risk profile is limited**. The agreement is subject to annual appropriation and does not pledge ad valorem tax revenues. This is a different risk profile from general obligation or revenue bond debt.

In short, financing allows the City to complete its planned fleet replacement on schedule without drawing down cash reserves, while retaining the liquidity to respond to the fiscal changes ahead and to other operational and capital priorities.

**Financing Terms**
The financing is expected to consist of two schedules under a single, new lease-purchase agreement:
**Total amount financed:** $8,221,170.11 (5 Years - $2,995,633.66 / 7 Years $5,225,536.45)
**Fixed interest rates:** Five (5) year schedule - 5.49% / Seven (7) year schedule - 5.58%
**First annual payment:** July 1, 2027
**Total payments over the life of the agreement:** $9,747,800.48 (5&7 year annual payment total) + $10,000 (Tax Opinion)
**Purchase option**: exercisable July 1, 2029 and on any annual payment date thereafter, at 103.5% of the outstanding principal balance

**How will this affect city programs or services?** Approving this agreement will not reduce or interrupt any City program or service. It allows the City to complete its planned FY 2026-27 fleet replacements on schedule, which supports service delivery across several departments:

- **Public safety.** Replacing aging Police Department and Fire Rescue vehicles keeps front-line units reliable and reduces the risk of breakdowns and out-of-service time.
- **Solid waste collection.** Replacing automated side-loaders, a rear loader, a grapple truck, and a roll-off truck supports dependable collection service for residents and businesses.
- **Utilities and public works.** Replacing and adding equipment for water, wastewater, stormwater, streets, parks, and facilities crews helps maintain the infrastructure and public spaces residents rely on daily.
- **Operating costs.** Replacing older, high-mileage units is expected to reduce repair and downtime costs, though the savings have not been quantified for this item.

Financing also protects other programs and services. Because the City does not spend a large amount of cash up front on vehicles, those funds stay available for other priorities and operating needs, so the fleet program does not compete with other services for budget room.

The annual lease payments are budgeted and subject to annual appropriation. The agreement does not pledge ad valorem tax revenues and does not obligate the City to reduce services in order to make payments.

**Budgeted Item:** Yes

**Account Line Item and Description:** Lease payments will be disbursed through the proper accounts approved in the budget.

**Procurement Methodology Bids and Purchases Only:** This agreement is brought forward under the City's piggyback exemption. NCL is an awarded vendor under Sourcewell Cooperative Purchasing Contract No. 092424-NCL for Tax-Exempt Municipal Leasing with Related Services. This competitively solicited contract is active through November 15, 2028 and available to Florida municipalities, so a separate solicitation is not required. Procurement Services has confirmed that:

- the scope has not been expanded beyond the underlying contract;
- pricing is equal to or lower than Sourcewell pricing

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.

---

**Attachments:**
R26-215 Agenda_Item_5174-2026_Resolution_for_NCL_Master_Equipment_Lease_Purchase_agmt__2.docx
Complete PB Package.pdf
Schedules No 5 and 6 and Closing Documents_Boynton Beach, FL.docx

Escrow Agreement-Boynton Beach, FL.docx
Federal Tax Agreement_Boynton Beach, FL.docx

**RESOLUTION NO. R26-215**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A MASTER EQUIPMENT LEASE PURCHASE AGREEMENT BETWEEN THE CITY AND LEASE SERVICING CENTER, INC., DBA NCL GOVERNMENT CAPITAL, PIGGYBACKING ON SOURCEWELL CONTRACT #092424-NCL, FOR A TOTAL AMOUNT OF $8,221,170.11 TO FINANCE THE REMAINING FISCAL YEAR 2026-2027 FLEET REPLACEMENTS AND ACQUISITIONS EQUIPMENT; AUTHORIZING THE EXECUTION OF THE MASTER EQUIPMENT LEASE PURCHASE AGREEMENT AND SUCH OTHER RELATED DOCUMENTS AS MAY BE NECESSARY TO COMPLETE THE TRANSACTION CONTEMPLATED HEREIN; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City is a political subdivision duly organized and existing under the laws of the State of Florida; and

**WHEREAS**, it is hereby determined that a true and real need exists for the acquisition of vehicles and certain equipment replacement or acquisition through the City's fleet replacement program for use by the City's Police Department, Fire Department, Utilities Department, and Public Works Department, including solid waste trucks (collectively, the "Equipment"); and

**WHEREAS**, these purchases are included in the adopted Fiscal Year 2026-2027 budget; and

**WHEREAS**, on August 25, 2026, the City Commission approved Resolution No. R26-146, authorizing a tax-exempt municipal Lease-Purchase Agreement with Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") to finance vehicles that were already on order. This item is separate from that approval. It requests a new, stand-alone lease-purchase agreement with NCL to finance the remaining FY 2026-27 fleet replacements and acquisitions, using the same financing approach. This structure, commonly referred to as a lease-purchase or "sale-leaseback" financing arrangement, allows the City to convert cash already expended on the Equipment back into working capital, improving cash flow and preserving reserves for other capital and operating priorities, while spreading the cost of the Equipment over its useful life at a fixed, tax-exempt interest rate; and

**WHEREAS**, staff recommends that the City enter into this new tax-exempt municipal lease-purchase agreement with NCL to finance the acquisition of this equipment. Rather than paying the full purchase price in cash in a single fiscal year, the City will make fixed annual payments over

five-and seven-year terms, matched to the useful life of the assets. Police Department vehicles, select Fire Rescue vehicles, and automated side-loader refuse trucks will be financed over a 5-year period. The remaining equipment, including heavier solid waste trucks and vehicles from Utilities, Public Works, and other departments, will be financed over seven years. When the final payment is made, the City owns the equipment outright, with no residual or balloon obligation; and

**WHEREAS**, this contract is made pursuant to the City's piggyback exemption, and NCL Government Capital is an approved vendor under Sourcewell Cooperative Purchasing Contract #092424-NCL, a competitively solicited cooperative contract available for use by Florida municipalities, satisfying the City's competitive procurement requirements without the need for a separate solicitation; and

**WHEREAS**, the financing is expected to consist of two schedules under a single, new lease-purchase agreement. The total amount financed is $8,221,170.11: $2,995,633.66 for the 5-year schedule and $5,225,536.45 for the 7-year schedule, with annual payments commencing on July 1, 2027, at fixed rates of 5.49% (5-year schedule) and 5.58% (7-year schedule). The total amount the City will pay over the life of the lease-purchase agreement is $9,747,800.48; 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 Master Equipment Lease Purchase Agreement between the City and Lease Servicing Center, Inc., dba NCL Government Capital, piggybacking on Sourcewell Contract #092424-NCL, for a total amount of $8,221,170.11 to finance the remaining Fiscal Year 2026-2027 fleet replacements and acquisitions equipment.

**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**. Findings. It is hereby ascertained, determined, and declared that:

(a) The City has a need for the Equipment.

(b) The City has determined that it is in the best financial interest of the City and its inhabitants that the City lease and purchase the Equipment pursuant to a lease purchase financing

in an aggregate principal amount not to exceed $8,221,170.11 (the "Lease Purchase Financing") to be provided by Lease Servicing Center, Inc. d/b/a NCL Government Capital, (together with any assignee, the "Lessor"), in accordance with a financing proposal (the "Proposal") from Lessor and a Master Lease-Purchase Agreement and related addendum to be entered into between the City and the Lessor.

(c) The City is authorized and empowered by the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, and other applicable provisions of law, to enter into the Lease Purchase Financing and to fully perform its obligations thereunder.

(d) The City has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the lease purchase financing of the Equipment.

(e) The City has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of the Equipment.

(f) The City's obligations under the Master Equipment Lease Purchase Agreement shall be subject to annual appropriation or renewal by the City Commission as set forth in the Agreement, and the City's obligations shall not constitute a general obligation of the City or indebtedness under the Constitution or laws of the State.

(g) The City Commission anticipates that the City may pay certain capital expenditures in connection with the Equipment prior to the receipt of the lease purchase proceeds for the Equipment. The City Commission hereby declares the City's official intent to use the lease purchase proceeds to reimburse itself for Equipment expenditures. This finding and declaration is made for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. The maximum aggregate principal amount of the Lease Purchase Financing (or other tax-exempt obligations) expected to be issued to reimburse the City for such Equipment expenditures is not expected to exceed $8,221,170.11. This section of the Resolution does not bind the City to make any expenditure, incur any indebtedness, or proceed with the purchase of the Equipment.

**SECTION 3**. Approval of Lease Purchase Financing. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Master Equipment Lease Purchase Agreement

between the City and Lease Servicing Center, Inc., dba NCL Government Capital, piggybacking on Sourcewell Contract #092424-NCL, for a total amount of $8,221,170.11 (the "Agreement"), in substantially the form presented to the City Commission at this meeting and in form and substance similar to that attached as **Exhibit A**.

**SECTION 4**. Authorization of Execution of Master Lease Purchase Agreement and Related Documents. For purposes of this Resolution, each of the Mayor, the City Manager, the Finance Director, the City Attorney, and the City Clerk is hereby designated as an "Authorized Officer" of the City for purposes of executing and delivering the documents described in this Section on behalf of the City:

(a) The Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and an Authorized Officer is hereby authorized to execute and deliver the Agreement on behalf of the City, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

(b) The schedules of equipment executed under the Agreement (the "Schedules"), in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and an Authorized Officer of the City is hereby authorized to execute and deliver the Schedules on behalf of the City, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

(c) The Escrow Agreement among the City, the Lessor and the escrow agent named therein (the "Escrow Agreement"), in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and an Authorized Officer of the City is hereby authorized to execute and deliver the Escrow Agreement on behalf of the City, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

(d) The Federal Tax Agreement (the "Tax Agreement"), executed by the City, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and an Authorized Officer of the City is hereby authorized to execute and

deliver the Tax Agreement on behalf of the City, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

(e) Each Authorized Officer is further authorized to execute and deliver any ancillary or related documents required under the Agreement or necessary or desirable to accomplish the purposes of the Agreement and this Resolution, including any term extensions as provided in the Agreement.

**SECTION 5**. General Authority; Additional Documents. The Mayor, City Manager, the Finance Director, the City Attorney, the City Clerk and the other officers, attorneys, agents and employees of the City are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Lease Purchase Agreement, the Lease Schedules and the Escrow Agreements, and they are hereby authorized to execute, deliver and file, as applicable, all agreements, documents, tax compliance certificates, certificates, opinions and forms which are necessary or shall reasonably be required by the Lessor to effectuate the transactions described herein.

**SECTION 6**. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements and provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution, and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof.

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

[SIGNATURES ON THE FOLLOWING PAGE]

**RESOLUTION NO. R26-215**

**PASSED AND ADOPTED** this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione, CMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



**MASTER AGREEMENT #092424**
**CATEGORY: Tax-Exempt Municipal Leasing with Related Services**
**SUPPLIER:**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lease Servicing Center, Inc., NCL Government Capital, 510 22nd Avenue East, Suite 501, Alexandria, MN 56308 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

## Article 1:
## General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4} years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 15, 2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the Solutions identified in (Solicitation #092424} to Participating Entities. In Scope Solutions include:

   a) Tax-exempt financing Solutions for the lease of a broad variety of assets, commodities, equipment, and improvements; and,
   b) Related services in connection with the financing described in 7}a above, including but not limited to, delivery, end of lease, asset or contract management tools, or similar services.
   c) Proposers may offer other financing alternatives and related services to the extent that they are complementary to 7}a and 7}b above, such as:
      i) Fair Market Value or Buy Out Leasing, traditional financing, and commercial leasing services.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions} are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables} for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase Solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## Article 2:
## Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3:
## Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

Docusign Envelope ID: F624558E-E3CB-4844-BBF2-0FAACD9541EB



5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

| Sourcewell | Lease Servicing Center, Inc./<br>NCL Government Capital |
|---|---|
| Signed by:<br>By: Jeremy Schwartz<br>C0FD2A139D06489... | DocuSigned by:<br>By: Chris Canavati<br>671C6664AB1144D... |
| Jeremy Schwartz | Chris Canavati |
| Title: Chief Procurement Officer | Title: Vsecretary/Treasurer |
| Date: 11/19/2024 \| 12:55 PM CST | Date: 11/19/2024 \| 8:59 AM PST |

# RFP 092424 - Tax-Exempt Municipal Leasing with Related Services

### Vendor Details

| | |
|---|---|
| Company Name: | NCL Government Capital |
| Does your company conduct business under any other name? If yes, please state: | MN |
| Address: | 510 22nd Avenue East Suite 501<br>Alexandria, MN 56308 |
| Contact: | Katie Vangsness |
| Email: | katiev@nclgovcap.com |
| Phone: | 320-763-7600 |
| Fax: | 320-763-7600 |
| HST#: | 41-1979924 |

### Submission Details

| | |
|---|---|
| Created On: | Tuesday August 06, 2024 08:13:01 |
| Submitted On: | Tuesday September 24, 2024 10:45:10 |
| Submitted By: | Chris Canavati |
| Email: | chrisc@nclgovcap.com |
| Transaction #: | 2029ee0c-8101-4cb8-8001-c9815dd416d9 |
| Submitter's IP Address: | 216.168.95.182 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Lease Servicing Center, Inc. | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | NCL Government Capital | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 9FH66 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 522220 | |
| 6 | Proposer Physical Address: | 510 22nd Avenue East<br>Suite 501<br>Alexandria, MN 56308 | * |
| 7 | Proposer website address (or addresses): | www.nclgovcap.com | * |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Chris Canavati<br>Secretary/Treasurer<br>510 22nd Avenue East, Unit 501, Alexandria, MN, 56308<br>Chrisc@nclgovcap.com<br>320-763-7600 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Chris Canavati<br>Secretary/Treasurer<br>510 22nd Avenue East, Unit 501, Alexandria, MN, 56308<br>Chrisc@nclgovcap.com<br>320-763-7600 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Katie Vangsness<br>Senior Account Executive<br>510 22nd Avenue East, Unit 501, Alexandria, MN 56308<br>Katiev@nclgovcap.com<br>320-763-7600<br><br>Blake Steinbring<br>Director of Marketing<br>510 22nd Avenue East, Unit 501, Alexandria, MN 56308<br>Blakes@nclgovcap.com<br>320-763-7600 | |

### Table 2A: Financial Viability and Marketplace Success (50 Points)

| Line Item | Question | Response * | |
|---|---|---|---|

| | | |
|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | Lease Servicing Center, Inc. (LSC) was founded in July 2000 by Mitri and Chris Canavati with a mission to provide innovative leasing solutions that empower both our people and customers to succeed. From day one, we have been guided by three core principles that continue to define our business:<br>*Focus on the success of our people, nurturing a culture of continuous learning and improvement.<br>*Focus on the success of our customers, delivering tailored solutions that meet their evolving needs.<br>*Collaborate with the best funders and vendors in the industry, ensuring we provide exceptional value and service.<br><br>In August 2000, LSC solidified its focus on the government sector through a strategic partnership with the North Central Service Cooperative, now Sourcewell. This collaboration led to the creation of National Cooperative Leasing (NCL), a dedicated division that specializes in providing tailored leasing solutions for government and other qualified markets. National Cooperative Leasing (NCL) rebranded to NCL Government Capital in 2019 to reflect our focus in the government sector. In the past 24 years our partnership with Sourcewell has empowered us to build a deep expertise in government finance, enabling us to deliver industry-specific solutions to Sourcewell's Vendors and Members.<br><br>Our business is driven by a set of core values that shape everything we do:<br><br>Integrity: We uphold the highest standards of transparency, honesty, and accountability, ensuring that we consistently act in the best interest of our customers and partners.<br><br>Trust and Loyalty: Long-term relationships are the cornerstone of our business. We foster trust and loyalty with every partner, ensuring mutual success.<br><br>Excellence: We constantly push the boundaries of what's possible, seeking innovative ways to enhance our services and deliver results that exceed expectations.<br><br>Partnership: Collaboration is at the heart of what we do. We work closely with our partners to drive growth, adapt to new challenges, and achieve shared success.<br><br>Creativity: We thrive on solving complex problems with fresh, innovative solutions, making sure we meet the unique needs of each customer.<br><br>Humility: We are lifelong learners. We seek feedback, remain open to change, and continuously strive for improvement, learning from both our successes and challenges.<br><br>These values are reflected in our long-term partnerships and our commitment to delivering outstanding leasing services. Over the past two decades, our deep collaboration with Sourcewell has allowed us to continuously refine our approach, ensuring that we offer efficient, customer-centric solutions tailored to the specific requirements of government agencies and other markets.<br><br>As we look to the future, NCL remains committed to innovation, excellence, and collaboration, ensuring that our solutions continue to deliver exceptional value to our partners, Sourcewell, and its Members. |
| 12 | What are your company's expectations in the event of an award? | In the event of an award, NCL Government Capital has several key expectations to continue building on the success of our long-standing partnership with Sourcewell:<br><br>1. Continued Growth in Collaboration and Partnership with Sourcewell<br><br>For 24 years, NCL has been a trusted partner of Sourcewell, contributing to the success of multiple initiatives. As sponsors and presenters at Sourcewell Universities, H20 events, and collaborative projects including but not limited to the Electrification Coalition, AASA (School Superintendents Association), and Smart Cities, we have played a critical role in advancing cooperative purchasing. Our membership in the National Cooperative Procurement Partners (NCPP) further reflects our commitment to growing cooperative purchasing.<br><br>"NCL Government Capital is a vital member for the National Cooperative Procurement Partners. In the Association's efforts to provide educational content on cooperative procurement, NCL GovCap has served as a co-presenter and panelist for in-person presentations and webinars to assist in these efforts. Their knowledge of the industry, and partnerships with key suppliers who sell through cooperative contracts, has been invaluable." Tammy Rimes MPA, Executive Director, National Cooperative Procurement Partners<br><br>Expectations: We anticipate continuing to expand this partnership by participating in even more initiatives that promote Sourcewell's mission and strengthen the value we |

provide to its Members and Vendors. This includes increased engagement at trade shows and events, where we can further promote the benefits of cooperative purchasing.

2. Collaboration and Partnership with Sourcewell Vendors and Sales Channels

At NCL, we believe our success is intrinsically linked to the success of Sourcewell Vendors. Over the last five years, we have delivered over 500 training sessions with Sourcewell Vendors and their Dealer/Distribution channels, helping them leverage NCL's competitively bid and awarded Sourcewell financing solutions to secure more Sourcewell opportunities. These sessions have resulted in measurable successes, driving growth for both Sourcewell Vendors and Sourcewell Members.

"At Global Environmental Products, Inc., our partnership with NCL Government Capital has been a cornerstone of our success with Sourcewell." Chad Bormann - Global Environmental Products, Inc. (Sourcewell Contract# 093021-GEP)

Expectations: As more vendors recognize the value of combining their Sourcewell contracts with NCL's Sourcewell contract, we expect to increase the number of training sessions and enhance vendor outcomes. This growth will directly contribute to increased contract performance and higher levels of member satisfaction.

3. Continued Success in Helping Sourcewell Members Achieve Their Goals

NCL's partnership with Sourcewell has yielded remarkable results. From 2015-2019, we financed $46 million in leasing and financing for members. During the 2020-2024 period, that volume surged to $207 million, representing a 350% increase. This is an achievement NCL is very proud of considering it was during this time that the COVID-19 pandemic struck. Even in this difficult time, NCL provided Sourcewell Members and Vendors with the consistent service and solutions they were used to. A graph to representing our growth has been included in the document upload section (FOLDER: MARKETING/NCL DOCS AND GRAPHICS ATTACHMENT #1). According to the Association of Government Leasing, the finance industry experienced a significant slowdown in funding opportunities in 2022 and 2023 due to several COVID-related factors. Rising interest rates made new financing less attractive, while many agencies received substantial funding through CARES Act, ARPA, and other stimulus programs, reducing the immediate need for financing. Additionally, widespread supply chain disruptions caused delays of over two years for essential equipment and projects, further dampening demand for financing. These challenges impacted the entire industry, including NCL( as you will see on the graph referenced above). However, as stimulus funds have been depleted, interest rates stabilize, and supply chains recover, 2024 has seen a robust rebound in the financing activity. This resurgence reflects both the renewed need for funding and the return of delayed projects to the forefront, driving strong demand for NCL's financing solutions.

Expectations: In the next contract period, we anticipate surpassing this achievement, continuing to help members secure the assets they need while providing them with maximum budget flexibility. Our goal is to continue driving significant growth in financing volume and ensuring member agencies benefit from our tailored solutions.

4. Innovation and Evolution of Products and Services

NCL's success isn't solely about volume; it's about continuously innovating to meet the changing needs of Sourcewell members. We have introduced a variety of creative financial instruments, including Government Obligation Contracts, Tax-Exempt Municipal Leases, and extended terms for long-life assets. Our Vendor Buyback programs and Interest-Bearing Escrow Accounts have provided significant value to Sourcewell members, especially during times of supply chain disruption.

Expectations: Moving forward, we plan to continue innovating, with a focus on new financial products tailored to green energy initiatives, longer-term financing options, and technology platforms offering real-time analytics to enhance the purchasing experience. Our goal is to stay ahead of market trends and offer even more flexible, value-driven solutions.

5. Compliance with Contract Terms

NCL remains committed to fully adhering to all terms and conditions of the awarded contract. This includes maintaining transparent pricing, ensuring seamless contract execution, and providing timely performance tracking and reporting to Sourcewell. We are also committed to actively promoting Sourcewell contracts through targeted marketing, tradeshow participation, and other initiatives to ensure that member agencies are fully aware of the benefits available to them.

Expectations: We will continue to provide clear and consistent pricing in compliance with the submitted structures, ensuring that every aspect of the contract is executed

| | | | |
|---|---|---|---|
| | | efficiently and in alignment with Sourcewell's expectations. Our robust tracking and reporting mechanisms will ensure ongoing accountability and transparency.<br><br>6. Alignment with Sourcewell's Mission<br><br>At the core of our work is a shared mission with Sourcewell—to empower member agencies by providing streamlined, efficient, and cost-effective purchasing solutions. By offering innovative financing options, we help members maximize their budget flexibility, acquire needed assets without delay, and streamline their procurement processes.<br><br>Expectations: We will continue aligning our services with Sourcewell's goals, ensuring that our financing solutions deliver value, efficiency, and innovation, furthering the mission to empower Sourcewell members to procure what they need with minimal hassle. | |
| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | NCL Government Capital, a division of Lease Servicing Center, Inc., is a privately held leasing company that has been in continuous operation since July 2000. Over the past 24 years, we have successfully financed nearly $1 billion in products and services, ranging in transaction size from $500 to $30 million. This track record clearly demonstrates our financial strength and our ability to meet the diverse needs of Sourcewell members and vendors.<br><br>Banking and Funding Partners:<br><br>Lease Servicing Center, Inc is a privately held company. As such, we only provide our financial statements to our banks. That being said, our financial strength is further supported by our robust relationships with top-tier banking partners. These partners, with combined assets of nearly $1 trillion, play a critical role in ensuring that NCL has the liquidity necessary to fund even the largest leasing transactions. We rely on these partnerships to provide the financial backing for all leasing transactions, ensuring that we can continue to meet the evolving needs of Sourcewell members.<br><br>Letters of reference from our key banking partners are included in the document upload section, (FOLDER: FINANCIAL STABILITY ATTACHMENTS #1-3) further attesting to our financial stability. Below is a list of our current banking partners and their primary contacts who can be reached for further reference if needed.<br><br>Kansas State Bank – Bradley C. Buhrow – (602)-393-6955<br>Santander – Bruce Block – (631)-531-0626<br>Minnwest Bank – Sherri Schueller - (507)-637-4314<br>Capital One Public Funding, LLC – Mark J. Brown - (501)-366-2387<br>Huntington National Bank – David A. Zapata - (914)-806-6915<br><br>Financial Summaries of Funding Partners:<br><br>We have also provided financial summaries of our banking and funding partners in the document upload section (FOLDER: FINANCIAL STABILITY ATTACHMENT #4). These summaries highlight the strength and capacity of our partners, ensuring confidence in our ability to fulfill our funding commitments.<br><br>For additional information, financial details about our funding partners are available on www.ibanknet.com. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | In the U.S. market for tax-exempt municipal leasing, NCL's expected volume for 2024 is projected at $75 million, representing approximately 1.875% of the total U.S. market. This is based on the Association of Government Leasing and Financing (AGLF) report, which estimates an annual volume of $4 billion in tax-exempt municipal leases.<br><br>This marks significant growth from our position in 2019, when our market share stood at 0.75%. In the five years since, we have more than doubled our share of the U.S. Government Leasing market. This growth is a testament to our concerted efforts to train Sourcewell Vendors on integrating leasing and financing solutions into their proposals. By providing vendors with tools like the NCL proprietary calculator and lease proposal generator "QuoteNow", we have made it more convenient and efficient for them to offer competitive finance options with every opportunity.<br><br>Looking forward, NCL expects continued growth as we further enhance our tools, deepen relationships with Sourcewell Vendors, and expand our presence in the U.S. government leasing market. Our focus remains on equipping vendors with the knowledge and resources they need to drive success, which in turn allows us to capture an even greater share of the market. | * |

| | | |
|---|---|---|
| 15 | What is your Canadian market share for the Solutions that you are proposing? | The Canadian market for leasing solutions is vast, with an estimated total annual volume of approximately $13 billion, covering both the commercial and industrial sectors. However, specific data isolating the share of government leasing within this figure is not available.<br><br>NCL has made a concerted effort to penetrate the Canadian government leasing market. We have submitted multiple proposals to government agencies across Canada, but we have yet to secure an award. The competitive landscape is largely dominated by Canadian banks, which are highly motivated to secure government business due to its stability and low-risk nature. *<br><br>While our market share in Canada remains minimal at this stage, our ongoing efforts and strategic partnerships with Canadian banks position us well to secure future opportunities. We continue to build relationships, refine our proposals, and adjust our approach to better meet the specific needs of Canadian government entities. As we gain traction in this space, we expect to carve out a meaningful share of the Canadian government leasing market. |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | Lease Servicing Center has never filed for bankruptcy. * |
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | B<br><br>NCL is best described as a service provider.<br><br>NCL Government Capital maintains an expansive and robust network of relationships with Sourcewell Vendors, which includes thousands of salespeople offering our leasing and financing services to their Sourcewell customers. These salespeople are not employees of NCL but are an integral part of delivering our financing solutions.<br><br>Sales and Service Force:<br><br>Our sales and service teams work closely with these external salespeople, ensuring they are equipped with the tools and knowledge to effectively promote our financing solutions. We provide comprehensive training sessions tailored to Sourcewell Vendors' sales teams, focusing on how to integrate leasing and financing into their sales conversations. These training efforts include:<br><br>In-person training: In the last contract period, NCL Account Executives performed over 100 in-person training and 57 public speaking engagements. These were conducted nationwide to familiarize salespeople with the benefits of combining Sourcewell contracts with NCL's financing solutions. A sample of our training presentation has been included in the document uploads (FOLDER: MARKETING ATTACHMENT #3)<br><br>Webinars and recorded sessions: In the last contract period, NCL Account Executives performed over 350 live training webinars for Sourcewell Vendors and their sales teams. In addition, recorded versions of the webinars are available in the NCL Vendor Portal. Sales teams can access these resources at their convenience, ensuring continuous education even after the initial training. *<br><br>Dealer Network:<br><br>Our dealer network is extensive, and we ensure that the partnership is mutually beneficial. By training and empowering the sales teams within our dealers' organizations, we help them drive more business through Sourcewell's cooperative purchasing contracts. This arrangement allows Sourcewell customers to access complete, turnkey competitively bid solutions— competitively bid products bundled with competitively bid financing options that simplify the procurement process and ensures the process is compliant.<br><br>The strength of our relationships with the vendors' sales teams ensures broad coverage of our leasing services across multiple asset types and geographic regions, which directly supports the mission of Sourcewell. These salespeople act as an extension of our team, offering NCL's solutions to customers while being supported by our dedicated service and account management staff.<br><br>By leveraging these relationships, we ensure that the leasing and financing solutions we offer are easily accessible to Sourcewell members, delivered by knowledgeable sales teams, and supported by a seamless service experience from NCL |

| | | | |
|---|---|---|---|
| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | There are no licenses and certifications required to be held by organizations in pursuit of the business contemplated by this RPF. | * |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | None | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | In 2019, NCL Government Capital and its owner, Chris Canavati, were honored with the Sourcewell Legendary Leadership Award. This prestigious recognition underscores NCL's ability to adapt and fully embrace the Sourcewell cooperative purchasing way of doing business.<br><br>The Legendary Leadership Award highlights the level of individual leadership and influence required to lead multiple channels within a company through the complex transformation of aligning a traditional business culture with the national cooperative purchasing approach. Under Chris Canavati's leadership, NCL successfully redirected internal processes, developed innovative solutions, and presented strong justifications for cooperative purchasing, making NCL a trusted and highly effective partner within the Sourcewell network.<br><br>NCL's proven track record of collaboration and innovation, recognized through this award, demonstrates our deep commitment to supporting Sourcewell's mission. We continue to work closely with Sourcewell Vendors and members to deliver financing solutions that streamline procurement and deliver exceptional value. | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | 80% of our sales are to the Government sector. | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | 11% of our sales are to the Education sector. | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | NCL holds a contract exclusively with Sourcewell and has strategically declined opportunities to respond to other cooperative purchasing agreements. This approach allows NCL to maintain laser focus on its partnership with Sourcewell and to align its mission closely with Sourcewell's objectives.<br><br>Sales Volume for Sourcewell by Contract Period:<br><br>2015 - 2019: $46 million<br>2020 - 2024: $207 million<br><br>This significant growth in sales volume reflects NCL's focused strategy and deep commitment to its Sourcewell partnership. | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | We do not currently hold a GSA contract, or any others mentioned. | * |

### Table 2B: References/Testimonials

**Line Item 25**. Supply reference information from three (3) customers who are eligible to be Sourcewell participating entities. If your company can serve Canada, include at least one (1) Canadian reference.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Hampton County, SC | Lavar Youmans | 803-914-2100 | * |
| City of Jersey City, NJ | Martin J. Valenti | 201-547-5681 | * |
| Wappingers Central School District | Barbara Mackson | 845-298-5000 | * |

### Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party),

and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|---|---|---|
| 26 | Sales force. | NCL Government Capital's direct sales team is led by a Vice President of Sales and consists of five vertical-specific Account Managers who focus on strategic sectors: Information Technology, Park and Recreation, Public Works, Fleet and Heavy Equipment, and Public Safety. These Account Managers are stationed primarily at NCL's Alexandria, Minnesota headquarters, with one based out of Denver, Colorado, and they manage nationwide territories. Each Account Manager dedicates 100% of their time to supporting Sourcewell, its Vendors, and Members by providing targeted expertise within their verticals.<br><br>To ensure that Sourcewell Vendors and Sourcewell Members receive comprehensive support, our Account Managers travel extensively across the country to work with vendors, dealers, and customers directly. This allows for in-person assistance, training, and troubleshooting to ensure all parties are maximizing the benefits of Sourcewell's cooperative purchasing contracts.<br><br>Extended Sales Network Through Sourcewell Vendors:<br><br>In addition to NCL's direct sales force, we leverage a powerful network of over 10,000 salespeople, who are employees of Sourcewell Vendors and their own dealer networks. These individuals have been trained by NCL to offer Tax-Exempt Municipal Leasing as a key financing solution, seamlessly integrated with the Sourcewell cooperative purchasing contracts. This collaboration with Sourcewell Vendors greatly amplifies NCL's reach and ensures that members across Sourcewell's various sectors (state and local government, education, and non-profit) have access to competitive financing options.<br><br>Partner Vendor Networks:<br><br>Here are a few examples of Sourcewell Vendor dealer networks that NCL has partnered with and trained:<br><br>Zetron: 43 dealers with over 400 salespeople trained to include a competitively bid financing solution to their customers.<br><br>Rosenbauer: 27 dealers with over 300 salespeople trained to include financing as part of their turnkey solution.<br><br>Sany America: 18 dealers with 150 salespeople trained to include a competitively bid financing solution to their customers.<br><br>Johnson Controls: Over 1,000 salespeople offering NCL's leasing solutions to their customers.<br><br>Mitel: Over 300 dealers with 1,400 salespeople trained to present NCL's financing as part of their turnkey solutions.<br><br>Sharp: Over 375 dealers with 1,500 salespeople offering NCL's financing solutions.<br><br>International Trucks: Over 125 dealers with 500 salespeople delivering NCL financing as part of their product offering.<br><br>Federal Signal: Over 40 dealers with 200 salespeople equipped to offer NCL's municipal leasing services.<br><br>Sewer Equipment Company: Over 30 dealers with 150 salespeople trained to provide NCL's financing solutions to government entities.<br><br>"In advance of the signed agreement between the two parties, NCL, on several occasions provided all Zetron staff with in-person training at our Northeast Partner Summit. With the allotted time NCL was given at our meetings, they were able to provide our sales staff and partners with expertise advice on how to utilize our agreement to it's full potential." Sophie Kather - Director, Business Operations, Zetron (Sourcewell Contract #042021-ZET)<br><br>"Jake and NCL Government Capital are valuable extensions of our sales team. They truly have been a sales multiplier for us at International." - Bob Mann, VP & Assistant General Manager (Sourcewell Contract #060920-NVS)<br><br>"We believe that the success of the sales of our product, as well as, to a degree |

how well Sourcewell does is directly related to NCL and their efforts to make the sales process as simple as possible." Doug Peters, Regional Sales Manager – Zamboni Company (Sourcewell Contract #120320-FZC)

Training and Support:

NCL offers customized training programs designed for different levels of the vendor organization:

Executive-Level Training: Focused on strategic advantages of cooperative purchasing and financing solutions.

Regional Sales Training: Ensures sales teams understand how to incorporate leasing and financing options to win more business.

Dealer-Level Training: Tailored for dealer sales teams to present NCL's financing as a competitive advantage for Sourcewell members.

By providing extensive training and equipping sales teams with the tools needed to offer financing solutions, NCL ensures that all Sourcewell Members can access customized leasing options that meet their procurement needs. Since the award of our current Sourcewell contract, NCL has delivered over 500 documented trainings to Sourcewell Vendors. This collaboration with Sourcewell Vendors extends NCL's presence nationwide and allows us to serve members in every geographic region and sector.

| | | |
|---|---|---|
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | NCL Government Capital's dealer network is primarily composed of Sourcewell Vendors and their respective dealer networks. As Sourcewell continues to grow by awarding new contracts to vendors, NCL's dealer network expands correspondingly, enabling us to support an increasing number of Sourcewell Members.<br><br>The foundation of NCL's business model is based on synergy, where the combined strength of NCL and Sourcewell Vendors exceeds the sum of individual parts. This collaborative approach enables us to deliver turnkey, competitively-bid financing solutions to a wide range of government, education, and nonprofit sectors.<br><br>"Diamond Mowers is a proud long time awarded Sourcewell contract holder and pairing NCL's financing with our full product offering has given our loyal customers a smooth and easy approach to get the trusted equipment they need. Diamond's decision to partner with NCL was heavily influenced by their municipal funding solutions and their competitively bid financing through their awarded Sourcewell contract. Cora Boesl with NCL provided an in-depth training around their flexible, customized financing solutions at Diamond's 2024 National Sales Meeting at in Le Center, MN. NCL has made the financing process seamless, and we look forward to continuing our relationship." - Dacotah Buum, Diamond Mowers (Sourcewell Contract #070821-DMM)<br><br>NCL currently has 27 operating agreements in place with Sourcewell awarded contract holders. The operating agreement designates NCL as their preferred finance provider. These Sourcewell Vendors recognize the value of partnering with NCL, incorporating our leasing and financing solutions into their organizations to provide comprehensive offerings for Sourcewell Members.<br><br>Additionally, NCL has established relationships with many Sourcewell Vendors outside of an operating agreement. Since the award of our current Sourcewell contract, NCL has touched over 100 Sourcewell contract holders through our direct training and education opportunities. This does not include the Sourcewell contract holders that attend the various Sourcewell events throughout the year that NCL attends and provides a presentation (Sourcewell University and H20, etc.) Since our current Sourcewell contract award, NCL has provided financing to customers representing over 300 suppliers (Sourcewell Contract holders and their dealer networks).<br><br>With over 10,000 salespeople involved across Sourcewell Vendors and their dealer networks, NCL's financing solutions are offered through an extensive national footprint. Our network is strategically located across all geographic regions, serving every member sector and equipment vertical. This nationwide reach allows NCL to provide flexible, tailored financing solutions to Sourcewell Members across sectors ranging from education and public safety to infrastructure and transportation.<br><br>NCL's success in building and maintaining these relationships is a direct testament to the trust and value Sourcewell Vendors place in our financing services. The collaborative approach we take, from training and onboarding to execution, ensures that both the vendors and their customers benefit from streamlined, competitive leasing options.<br><br>Training and Onboarding for Vendor Sales Teams:<br><br>NCL has developed a customized training and onboarding process for Sourcewell Vendors and their dealer networks. This training includes:<br><br>Executive-Level Training: Focused on educating vendor leadership about the strategic advantages of leveraging NCL's financing solutions.<br><br>Regional Sales Training: Ensures that regional sales teams understand how to integrate financing into their offerings to increase sales opportunities.<br><br>Dealer-Level Training: Tailored for dealer sales teams, helping them articulate the benefits of NCL's financing to customers as part of a turnkey solution.<br><br>Through these training programs, NCL empowers vendor sales teams to utilize our financing capabilities effectively, which in turn helps Sourcewell Members get exactly what they need, when they need it. This collaborative approach helps vendors deliver a competitive, value-driven solution to their customers, improving contract performance across the board. |

| | | |
|---|---|---|
| 28 | Service force. | Our dedicated service force at NCL is structured into specialized departments to ensure smooth and efficient handling of Sourcewell-related transactions. Here's how our service force operates:<br><br>1. Credit, Documentation, and Funding Team:<br><br>NCL has dedicated teams that handle credit approval, transaction documentation, and funding specifically for Sourcewell Vendors and Members. Their primary responsibilities include:<br><br>Credit approval: Working on transactions to secure necessary credit approvals.<br><br>Documentation: Preparing all necessary documentation for approved transactions to ensure compliance with both NCL and Sourcewell guidelines.<br><br>Funding: Ensuring timely funding to the vendor once all conditions are met and the transaction is complete.<br><br>These teams spend 100% of their time focused on the products and services outlined in Sourcewell RFPs, ensuring they deliver seamless support throughout the financing process.<br><br>2. Member Service Team:<br><br>Our Member Services Team is responsible for managing all interactions with Sourcewell Members, offering tailored solutions to meet their specific invoicing and account management needs. They ensure:<br><br>Customized invoicing: Adjusting invoices to comply with each member's requirements, ensuring smooth payment processes.<br><br>Compliance with payment procedures: Working closely with Sourcewell Members to guarantee that invoicing procedures meet their specific needs, allowing for timely payments.<br><br>Customer support: Fielding calls and addressing any inquiries from Sourcewell Members about their accounts, ensuring excellent customer service.<br><br>This structure ensures that NCL's service force is well-equipped to deliver personalized, efficient solutions that align with Sourcewell's cooperative purchasing model and support Sourcewell Members and Vendors alike. |

| | | |
|---|---|---|
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | The ordering process at NCL begins with deal origination, which can happen in three ways:<br><br>*A graphic highlighting the ordering process and deal origination types has been included in the document uploads (FOLDER: MARKETING/NCL DOCS & GRAPHICS ATTACHMENTS #3)<br><br>Direct Contact by a Member Agency:<br><br>A member agency, often due to NCL's marketing efforts or collaboration with Sourcewell, contacts NCL through various channels. An NCL Account Executive in the relevant Product Vertical engages the agency to understand their needs, including what they are buying, why, and how they plan to finance it. If the agency isn't using Sourcewell or a Sourcewell Vendor, the Account Executive may guide them in that direction.<br><br>For example, NCL was working with the Town of Oakland to finance the purchase of International Trucks. During discussions, the NCL Account Executive asked the Town of Oakland if they had any other financing needs, to which the Town responded with yes. The Town needed to update the HVAC and lighting system in the building used for their charter school. The Town was going to need a financing solution to be able to move forward with the project but had indicated to NCL that it would take a while because they hadn't put the project out to bid yet. NCL let the customer know that there were companies on contract with Sourcewell that could provide HVAC and lighting solutions through a cooperative contract which would eliminate that customers need to duplicate the bid process and allow them to move forward quickly. NCL introduced another Sourcewell vendor, Johnson Controls, which ended in Johnson Controls being awarded a $1.5 million contract with the Town of Oakland for their HVAC and lighting system.<br><br>Once the details are clarified, the Account Executive presents a proposal. After the agency signs the proposal, the process enters the underwriting phase, where an analyst collects necessary data and aims for approval within 48 hours. Upon approval, the agency is sent documentation for signature, which is handled electronically via email or DocuSign.<br><br>Vendor-Initiated Contact:<br><br>A sales representative from a Sourcewell Vendor may request a proposal from an NCL Account Executive for an opportunity they are pursuing. The NCL Account Executive prepares the proposal for the vendor or agency, often within one hour of the request. After the proposal is accepted, the process mirrors that of the direct contact method.<br><br>Use of the NCL Vendor Portal:<br><br>Sourcewell Vendors with an Operating Agreement can use NCL's customized portal, where their sales teams can access tools and NCL's proprietary "QuoteNow" calculator and lease proposal generator to create lease and finance proposals anytime. Once a proposal is generated and shared with the agency, the rest of the process follows the standard order procedure.<br><br>In all cases, the process is designed for speed, efficiency, and flexibility, ensuring that agencies and vendors receive tailored financing solutions quickly.<br><br>"After partnering with NCL Government Capital and accessing the vendor portal, I was able to send out financing proposals to 3 stalled leads in my pipeline. A few days later one of those customers called back to inform me they would move forward with the purchase and added additional equipment to the order as the payments were well within their budget." - Michael Ciesliga, Zetron (Sourcewell Contract #042021-ZET)<br><br>It is important to note that prior to having a portal site, each Sourcewell Vendor and their distribution channel undergoes vigorous training provided by NCL to ensure that each person with access has the knowledge to utilize the tools appropriately. |

| | | |
|---|---|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | NCL's customer service program is organized into two main components: Credit and Documentation & Funding.<br><br>1. Credit<br><br>Once a transaction is awarded, the NCL salesperson is responsible for obtaining a credit application from the Sourcewell Member and submitting it to the NCL credit analyst. The credit analyst reviews the application and provides a decision based on several factors, aiming for quick turnaround times:<br><br>For transactions up to $100,000, the turnaround time is typically within 24 hours.<br><br>For transactions between $100,000 and $1 million, the approval process generally takes between 24 and 48 hours.<br><br>For transactions above $1 million, the process may extend beyond 48 hours, depending on the complexity.<br><br>2. Documentation & Funding<br><br>Once the transaction is awarded, the credit application received, and approval granted, the analyst prepares the necessary documentation package. For this to happen, the vendor needs to provide specific details about the equipment being leased, including:<br><br>Year, make, model, and serial number<br><br>Equipment locations<br><br>The total cost of the equipment or project, including an itemized cost breakdown<br><br>Documentation Preparation<br><br>Upon receiving all the necessary information from the vendor, the analyst ensures the documentation package is prepared within 48 hours or less.<br><br>Funding Process<br><br>Once the delivery and acceptance notice has been signed and received, payment to the vendor is made within 48 hours.<br><br>This structured process allows NCL to efficiently manage transactions, ensuring a seamless customer experience from credit approval to funding.<br><br>Electronic Documentation Process<br><br>To streamline the process, all documents are sent electronically, allowing the Sourcewell Member and vendor to receive and review the paperwork quickly.<br><br>E-signature options: NCL offers the convenience of e-signatures through platforms like DocuSign, though members may choose to print, sign, and return documents manually if preferred.<br><br>NCL's customer service program is designed to provide fast, reliable, and transparent service to both Sourcewell Members and Vendors. The clearly outlined processes for credit approval, documentation preparation, and funding ensure that transactions are handled with professionalism and efficiency. The focus on timely credit approvals, quick documentation turnaround, and rapid funding helps agencies and vendors move forward with their projects seamlessly, contributing to an overall positive experience with NCL.<br><br>"Working with Cora at NCL was fantastic. She took all the tough things and made them easy. Our equipment supplier was rather non-responsive, and she stepped in and moved things along, kept the lines of communication open, and was knowledgeable and professional. I appreciate her pleasant demeanor and that she followed through on everything. Excellent service all the way around!" - Tami Trowbridge, City of Sutherlin Finance Director (Sourcewell Member #170451) |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | NCL has a long-standing commitment to providing its products and services to Sourcewell participating entities, supported by both capability and a strong willingness to serve the diverse needs of public agencies across the U.S. and Canada. This commitment is demonstrated through the following key elements:<br><br>1. Robust Infrastructure and Capabilities<br><br>NCL has built a comprehensive infrastructure designed to meet the needs of Sourcewell participating entities, which includes:<br><br>Nationwide Coverage: With a well trained and equipped sales force of over 10,000 |

feet on the street, NCL provides services to all Sourcewell members across the United States and Canada, ensuring that public agencies from cities, counties, school districts, and other governmental entities can access financing solutions wherever they are located.

Diverse Assets Financed: NCL specializes in offering lease and financing options tailored to the unique requirements of public agencies. This includes solutions for equipment, vehicles, energy-saving projects, and capital projects, among other things. NCL's expertise spans various industries and product verticals, allowing it to offer flexible solutions for a wide range of public projects.

Experienced Sales and Service Teams: NCL's team of Account Executives are assigned by product verticals, meaning they bring specialized knowledge of the products and services relevant to each agency's specific needs. These teams work closely with Sourcewell participating entities to understand their goals and develop custom financing solutions that meet procurement requirements and financial constraints.

2. Marketing and Outreach Efforts

NCL has shown a strong willingness to actively engage with Sourcewell member agencies through:

Collaborative Marketing Initiatives: NCL partners with Sourcewell on marketing campaigns that target member agencies. These campaigns raise awareness of NCL's financing options and emphasize how Sourcewell members can easily access them through the cooperative purchasing model. This collaborative approach has resulted in increasing direct inquiries from member agencies seeking financing options. For example, several members of the NCL sales team have traveled to Sourcewell headquarters to utilize the Sourcewell studio for various projects like the Fireside Chats, Podcasts, and videos. NCL often exhibits at the same tradeshows as Sourcewell with booths close to facilitate conversations with attendees (Sourcewell Members).

Direct Outreach: NCL's Account Executives proactively engage with Sourcewell member agencies to offer their services and educate them on how to leverage cooperative purchasing. This outreach includes presentations, webinars, and face-to-face meetings designed to help agencies make informed decisions on financing equipment and projects. For example, NCL traveled to member agencies including but not limited to Town of Oakland, FL, City of Alexandria, MN, City of Jersey City, NJ, City of St. Paul, MN, Glacier View Fire Department, CO in efforts to better educate Sourcewell Member agencies on the benefits of Sourcewell competitively bid financing. These visits produced positive outcomes for Sourcewell, Sourcewell Members, Sourcewell Vendors, and NCL.

"Working with NCL Government Capital was a learning process for all of us. In the past our equipment purchases were limited to the funds we had on hand. We discovered financing opportunities that changed our traditional ways of thinking, which will open more doors for us in the future. NCL will be one of the first calls we make when the opportunity arises again." - Jane Blade, Finance Director City of Alexandria (Sourcewell Member #98117)

Customized Vendor Portals: NCL's Vendor Portal, introduced in 2023, further demonstrates its commitment to providing streamlined access to services for Sourcewell vendors and their distribution teams. This portal offers secure access to training, marketing tools, and the new proprietary "QuoteNow" proposal generator, allowing sales representatives to easily prepare NCL lease and finance proposals 24/7.

Visuals of our vendor portal and our "QuoteNow" tool have been included in the document uploads (FOLDER: MARKETING/VENDOR PORTAL SCREENSHOTS ATTACHMENTS #1-5)

3. Commitment to Cooperative Purchasing

NCL and its leadership have been recognized by Sourcewell, notably with the 2019 Sourcewell Legendary Leadership Award, which highlights NCL's commitment to the cooperative purchasing model. This award also reflects NCL's ability to adapt its internal culture and processes to meet the needs of Sourcewell member agencies.

NCL is fully committed to the cooperative purchasing model that Sourcewell embodies. NCL's willingness to embrace and support this model is evidenced by:

Dedicated Support for Sourcewell Solutions: NCL consistently promotes the Sourcewell cooperative purchasing program to agencies, helping them understand how they can benefit from the streamlined procurement process and competitive pricing available

| | | | |
|---|---|---|---|
| | | through Sourcewell contracts. NCL also ensures that agencies utilizing non-Sourcewell procurement methods are made aware of the benefits and redirected to a Sourcewell solution where applicable.<br><br>For example, NCL was working with the Town of Oakland to finance the purchase of International Trucks. During discussions, the NCL Account Executive asked the Town of Oakland if they had any other financing needs, to which the Town responded with yes. The Town needed to update the HVAC and lighting system in the building used for their charter school. The Town was going to need a financing solution to be able to move forward with the project but had indicated to NCL that it would take a while because they hadn't put the project out to bid yet. NCL let the customer know that there were companies on contract with Sourcewell that could provide HVAC and lighting solutions through a cooperative contract which would eliminate that customers need to duplicate the bid process and allow them to move forward quickly. NCL introduced another Sourcewell vendor, Johnson Controls, which ended in Johnson Controls being awarded a $1.5 million contract with the Town of Oakland for their HVAC and lighting system.<br><br>NCL has demonstrated both the ability and willingness to serve Sourcewell participating entities by building a robust infrastructure, engaging in proactive outreach, and embracing the cooperative purchasing model. With a proven track record of success evidenced by 350% growth, flexibility in service offerings, and a strong commitment to Sourcewell's goals, NCL remains a trusted partner for public agencies seeking reliable financing solutions. | |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.<br><br>If your company can serve participating entities in Canada:<br>a) Describe how you ensure compliance with federal, provincial, and municipal regulations and standards related to leasing agreements in Canada, and<br>b) Describe your company's experience in providing leasing services to participating entities in Canada and list one (1) reference in Table 2B. | NCL is fully committed to providing its products and services to Sourcewell participating entities in Canada. Our ability and willingness to serve Canadian public agencies is demonstrated through several key aspects:<br><br>1. Continuing Effort to expand in Canada<br><br>NCL has established a presence in the Canadian market, having submitted multiple proposals to government agencies in the region. While government business in Canada remains highly competitive due to strong interest from Canadian banks, NCL continues to actively pursue opportunities with Sourcewell participating entities, demonstrating a deep commitment to the market.<br><br>2. Knowledge of Canadian Procurement and Financing Requirements<br><br>NCL understands the unique procurement and regulatory environment in Canada, which includes both provincial and federal regulations. NCL tailors its financing solutions to align with these requirements, ensuring that public entities can access the same flexible lease and finance options available to U.S.-based agencies. This adaptability makes NCL an ideal partner for Canadian agencies looking to take advantage of cooperative purchasing contracts through Sourcewell.<br><br>3. Support for Sourcewell's Cooperative Purchasing Model<br><br>NCL fully embraces Sourcewell's cooperative purchasing model in Canada through their relationship with CANOE. We are committed to educating Canadian public agencies about the benefits of using Sourcewell/Canoe contracts, including simplified procurement processes and access to competitively solicited contracts. By promoting the cooperative purchasing model, NCL helps Canadian agencies acquire equipment and services quickly and efficiently, without the need for issuing their own RFPs.<br><br>NCL has demonstrated both the ability and willingness to provide its products and services to Sourcewell participating entities in Canada. With a strong understanding of the Canadian procurement landscape, robust financing options, and an unwavering commitment to cooperative purchasing, NCL is well-positioned to meet the needs of Canadian public agencies as a trusted Sourcewell partner.<br><br>a) Compliance with Federal, Provincial, and Municipal Regulations in Canada:<br><br>To ensure compliance with the complex legal landscape in Canada, NCL partners with Canadian banks to facilitate transactions for participating entities. Since cross-border payments are prohibited by law, these partnerships are essential for conducting business smoothly within Canada. By relying on the knowledge and established policies of our Canadian banking partners, NCL remains in compliance with all federal, provincial, and municipal regulations and standards related to leasing agreements.<br><br>These partnerships allow us to access localized expertise, ensuring that every transaction adheres to the relevant leasing and financial laws across different regions in Canada.<br><br>b) Experience Providing Leasing Services to Canadian Entities:<br><br>NCL has actively marketed its ability to provide leasing services to Canadian entities, | * |

| | | | |
|---|---|---|---|
| | | including making it known through presentations and marketing materials. While we have not yet closed a Canadian deal, we have submitted four proposals to Canadian entities, demonstrating our readiness to expand in the region. The proposals include:<br><br>Municipality of Killarney, Ontario – for Bobcat equipment<br>Municipality of West Hants, Nova Scotia – for a street sweeper<br>Vulcan County, Alberta – for a fire truck<br>Foothills School Division 38, Calgary – for new scoreboards<br><br>Though we are yet to be awarded these contracts, we continue to see an increasing number of inquiries, and we anticipate significant growth in our Canadian leasing opportunities.<br><br>It's important to note that the Canadian finance environment differs significantly from that in the U.S., particularly concerning government business. Canadian banks highly value government customers due to the absence of the non-appropriation clause, which is a standard feature in many U.S. leasing agreements. This clause, which allows government entities to cancel a lease if funds are not appropriated, is seen as a significant risk by many U.S. banks, whereas Canadian institutions face no such stipulation. As a result, Canadian banks are highly competitive in pursuing government business, and NCL is well-positioned to navigate this market with our partnerships.<br><br>Additionally, in the U.S., the Internal Revenue Code provides for Tax Exempt Municipal Leasing. This means the earnings from the lease (interest) are exempt from Federal Income Tax. Thus, NCL is able to pass this benefit on to its government customers in the form of a lower rate. No such benefit exists in Canada thus Tax-Exempt Leasing is not a program that can be offered there. | |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | To date, NCL has successfully completed transactions in 49 of the 50 U.S. states, with Delaware being the only state where we have not yet financed a deal. This is not because of any restrictions or unwillingness on NCL's part, but simply because the opportunity has not yet presented itself. Our ability to operate in even the most challenging regulatory environments demonstrates our commitment to serving every corner of the country.<br><br>NCL thrives on overcoming challenges, whether they stem from complex state regulations, unconventional assets, or difficult credit scenarios. This tenacity allows us to successfully serve Sourcewell members in regions where many other financial institutions may hesitate, ensuring that our solutions are available to every Sourcewell-qualified member.<br><br>As soon as the opportunity arises in Delaware, NCL will be ready to bring the same level of dedication and creativity to structuring a deal, just as we have done in every other state. This nationwide coverage, combined with our relentless pursuit of solutions, ensures that NCL remains a trusted and reliable partner for all Sourcewell members across the U.S. and Canada. | * |

| | | |
|---|---|---|
| 34 | Identify any account type of participating entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | NCL is fully committed to serving all Sourcewell-qualified member sectors, including state and local governments, public and private K-12 schools, public and private universities, charter schools, federal government agencies, special districts, tribal nations, and not-for-profits.<br><br>Many lenders focus on specific sectors due to internal regulations or higher risks associated with certain markets, such as tribal nations or not-for-profits. However, NCL has developed strategic alliances with some of the largest and most successful lenders in the industry, enabling us to provide funding solutions across all Sourcewell sectors equally and effectively.<br><br>Examples of Success in Challenging Sectors:<br><br>Tribal Nations: NCL provided a $3.2 million financing solution to the Confederated Tribes of the Colville Reservation for the purchase of a new fire truck, fire hall, and the land for the fire hall. We also secured financing for the Choctaw Nation of Oklahoma to acquire Konica Minolta copiers, after their existing finance provider declined due to disagreements on lease terms.<br><br>Jicarilla Apache Nation: The Tribe was working with the NUBE Group (Sharp Dealer) to get new MFPs on a lease. Nube Group had credit approval from another lender, but the Tribe could not agree to the terms and conditions of the lease agreement they provided because of the jurisdiction language. The Nube Group Sales rep contacted NCL to see if we would work with Tribal entities and what our jurisdiction's language was in our documents knowing that would be an issue for the Tribe. NCL sent over our boiler plate jurisdiction language, and it matched exactly what the Tribe was looking for. We were able to step in and save the opportunity for the dealer/sales rep and the Tribe now has a working lease agreement for their MFP's and future equipment needs.<br><br>Not-for-Profits: NCL offered a financing solution to Wesley Chapel Weddington Athletic Association for a new artificial turf project and refinanced the debt on their land, as their current lender would not allow them to enter into any new financing contracts.<br><br>Peachtree Ridge High School Booster Club: Nevco sells scoreboards for various athletic events. Often, their product purchase is championed or handled by a small non-profit booster club. Peachtree Ridge High School Softball Booster Club wanted to get a new scoreboard at the softball fields. They had raised money but it wasn't enough to move forward with the purchase. Due to lack of adequate financial information for underwriting and the source of funds for debt repayment they were not an approvable candidate for a traditional lender. NCL was able to approve the financing for the booster club so they could procure the scoreboard now and continue to fundraise for their finance payments. This is a value to not only the booster club but also to Nevco – to have a funding source that can approve all their customer base, not just the "easy credit"<br><br>These examples highlight NCL's ability to serve Sourcewell members in sectors that many other lenders may avoid due to perceived risks. Our flexibility and commitment to finding solutions ensure that all Sourcewell sectors receive the support they need. |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | NCL does not impose any additional restrictions or specific contract requirements on Sourcewell Members based on their geographic location, including those in Hawaii, Alaska, and the U.S. Territories. If a Sourcewell Member from any of these regions has a need for financing, NCL will support that need in the same way it would for any other Sourcewell Member across the U.S. and Canada.<br><br>In addition, NCL actively works with its Sourcewell vendor partners to promote the Sourcewell contract in these regions, ensuring that Members in more remote or geographically unique areas have equal access to financing solutions.<br><br>Examples of Service in Alaska including but not limited to:<br><br>City of Skagway and its School District<br>Alaska Court System<br>Tlingit-Haida Regional Housing Authority<br>City of Craig<br><br>Examples of Service in Hawaii including but not limited to:<br><br>State of Hawaii<br>University of Hawaii<br>County of Maui<br>Hawaii State Public Library Systems<br><br>These examples highlight NCL's ability and willingness to serve Sourcewell Members in geographically challenging locations without imposing any additional requirements or limitations based on their location. |

| | | | |
|---|---|---|---|
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, NCL will extend the terms of any awarded master agreement to nonprofit entities. NCL has a history of providing financing solutions to not-for-profit organizations, a sector that can be challenging for many lenders due to perceived risks. We are committed to ensuring that nonprofit entities receive the same access to funding solutions as other Sourcewell-qualified members.<br><br>NCL has developed tailored financing packages that meet the unique needs of nonprofits, allowing them to acquire necessary equipment, vehicles, or facilities under favorable terms. Whether it's a nonprofit organization or a public entity, NCL treats each member with the same level of commitment and flexibility.<br><br>A prime example of NCL's dedication to serving nonprofit entities is our relationship with Hourcar, a nonprofit that operates a car share program using electric vehicles. Hourcar's mission is to connect people to their communities through convenient, equitable, and sustainable multimodal transportation.<br><br>Due to the unique nature of the program—where vehicles are rented by the hour and used by multiple drivers—many banks were unwilling to provide financing. However, NCL saw the value in supporting this innovative initiative and successfully financed the first tranche of electric vehicles. We are now in the process of financing the second tranche, further illustrating our commitment to helping nonprofits overcome financial challenges and secure the resources they need.<br><br>This relationship not only highlights NCL's flexibility but also reflects positively on Sourcewell, as it demonstrates how the cooperative purchasing model empowers members to secure financing for innovative and impactful projects. Through Sourcewell's streamlined procurement process and NCL's willingness to take on complex or unconventional deals, nonprofits like Hourcar are able to further their missions and deliver valuable services to their communities. This synergy reinforces the strength of Sourcewell's network in providing real-world solutions to its members. | * |

**Table 4: Marketing Plan (100 Points)**

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | The full marketing plan is included in the document uploads (FOLDER: MARKETING ATTACHMENT #1) Sample co-branded marketing flyers, event flyers, and informative flyers were also included in the document uploads (FOLDER: MARKETING/FLYER SAMPLES)<br><br>NCL Government Capital's marketing strategy for promoting this opportunity revolves around a comprehensive, multi-channel approach designed to engage Sourcewell Vendors and Members at every level. Key elements of this strategy include branding campaigns, our vendor portal, co-branded efforts, expos and tradeshows, digital campaigns and more.<br><br>Our current theme and message of "Procurement Simplified" reinforces NCL's mission to streamline the procurement process for Sourcewell Vendors and Members. This messaging ensures that all marketing communications emphasize ease, efficiency and value for all parties involved.<br><br>After several months of development, the NCL Vendor Portal is a critical part of our marketing strategy. This cutting-edge technology provides vendors with the tools needed to promote NCL's leasing and financing solutions effectively while growing total sales, thus also increasing the total number of Sourcewell transactions. Through the portal, partners can access co-branded marketing materials, training resources and the NCL proprietary "QuoteNow" tool, which empowers sales teams to quickly generate lease proposals. This is of value to Sourcewell Vendors as research has proven that sales teams offering point of sale financing will see an increased success ratio of 30%.<br><br>"Better Together" and our co-branding efforts allow us to collaborate with Sourcewell vendors to produce co-branded marketing pieces that align with not only NCL brand standards but also the brand standards of Sourcewell and the Sourcewell Vendors. These materials are then featured on vendor websites, available at tradeshows, and used internally all while being available on-demand with our NCL Vendor Portal. All of this allows for stronger relationships and increased sales by proactively offering financing through the sales process.<br><br>"Boots on the ground" is a strategy widely used by NCL in regard to tradeshows, expos, and conferences. NCL exhibits at National tradeshows such as NIGP, PWX, IACP and FDIC just to name a few to promote our competitively-bid leasing and financing contract to existing and potential Sourcewell Member agencies. This hands-on approach enhances awareness, shows support for the procurement industry and is the backbone of building strong partnerships.<br><br>NCL utilizes digital platforms such as blogs, paid search campaigns, retargeting and social media to effectively communicate the value of NCL financing solutions and cooperative purchasing. Through these targeted posts and ads, we can seamlessly connect with a wide range of vendors and members in real time while supporting our branding and messaging efforts. To enhance these efforts, we also utilize a database of over 60,000 contacts within Pardot and regularly deliver email sends revolving around budget cycles, upcoming expos and various ad campaigns. This allows us to maintain a strong presence among procurement and financing professionals.<br><br>This strategy ensures a strong, visible presence in both traditional and digital spaces, enabling us to effectively communicatee the value of leasing and financing solutions along with cooperative purchasing opportunities under Sourcewell. | * |

| | | | |
|---|---|---|---|
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | NCL Government Capital employs a variety of technology and digital data to enhance the effectiveness of our marketing efforts including Salesforce Marketing Cloud, Meta Business, Google Business and AI. By actively utilizing platforms like LinkedIn, Facebook, Instagram and X to engage with target audiences, implementing Pardot page actions and tracking code allows us to track and manage leads.<br><br>LinkedIn, in particular, is used to target decision makers in industries relevant to Sourcewell and procurement, fostering professional interaction and sharing thought leadership content. Social listening is also employed to monitor online content and industry trends allowing NCL to stay responsive to evolving needs within the procurement space.<br><br>We frequently run targeted paid search ads/campaigns based on insights from frequently searched phrases and questions asked by procurement and financial professionals. We track and collect this data via Google Analytics, Google Search Console and various plug-ins implemented within our Wordpress website. This allows for precise and effective campaigns for lead generation.<br><br>Circling back to Salesforce Marketing Cloud and Pardot, we manage and segment a database of over 60,000 mailable clients. Ensuring our email campaigns are delivered to the correct audience, features such as cookies, page actions and tracking code monitor and track engagement allowing proper lead nurturing and follow-up from our marketing team and account executives delivering valuable information to vendors and members. This data-driven approach maximizes campaign success with personalized, timely content.<br><br>With both social and blog post, along with email and website content, the use of AI (Chat GPT) allows us to ensure our content is meaningful, concise and effective. With this new technology also comes responsibility though as NCL prides itself on harnessing a “human” factor and relies heavily on a personal touch starting with the initial contact all the way through a finalized transaction and beyond.<br><br>Our vendor portal is a platform that allows vendors to generate finance proposals on-demand, 24/7 along with access to training resources and marketing pieces. Within the portal, we track user logins, downloads and have vendor leaderboards to display metrics pertaining to the quotes being generated by a sales team. The majority of this data is seamlessly integrated back into our CRM for our account executives to follow up on and/or to enhance current marketing efforts. | * |

| | | | |
|---|---|---|---|
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | Sourcewell plays a pivotal role in promoting agreements and contracts arising out of RFPs by acting as a trusted intermediary between vendors and members, providing credibility and enabling access to competitively-bid contracts. Through its cooperative purchasing model, Sourcewell simplifies the procurement process for agencies allowing them to leverage pre-approved and vetted vendors like NCL Government Capital.<br><br>Sourcewells reputation as a cooperative purchasing leader and innovator ensures that awarded agreements carry credibility with members, increasing their appeal and adoption through various industries. Sourcewell, and its continued growth has an extensive established network including its own channels consisting of newsletters, emails, webinars and tradeshows/expos. This provides broad coverage and an ever-growing footprint to promote awarded contracts.<br><br>NCL anticipates that Sourcewell will continue its long-standing support in promoting the competitively bid leasing contract, as it has for the past 24 years. This includes featuring NCL on the Sourcewell website and at all Sourcewell-sponsored events, such as H20, Sourcewell University, Sourcewell Academy, and meet-and-greet sessions. Additionally, NCL looks forward to participating in new vendor contract launch meetings, whether held in person or via webinar. By consistently including NCL's leasing contract in vendor presentations, events, and the Sourcewell website, Sourcewell will further validate the effectiveness of utilizing NCL's leasing and financing solutions. This continued collaboration empowers vendors to achieve greater success with their own Sourcewell contracts, reinforcing the value of our partnership.<br><br>NCL fully integrates its Sourcewell contract at every stage of the sales cycle, from the first interaction with a member or potential member agency to the completion of a transaction. This integration is embedded in our marketing, sales, and customer service strategies. We prominently feature the Sourcewell awarded contract graphic in digital marketing campaigns, display Sourcewell flags at tradeshows, and consistently include the Sourcewell logo and contract number in all finance proposals. At every touchpoint—whether digital, in-person, or through formal proposals—NCL ensures Sourcewell branding is front and center, reinforcing the partnership and its value to member agencies. This comprehensive approach not only strengthens brand alignment but also communicates our deep commitment to Sourcewell's mission.<br><br>Our vendor portal integrates our awarded contract by on-boarding fellow Sourcewell vendors and including training and marketing pieces that incorporate Sourcewell contracts. The creation of co-branded marketing pieces promotes Sourcewell, NCL's Sourcewell contract and the Vendor Sourcewell contract.<br><br>These efforts ensure that Sourcewell Vendors and their sales teams have the confidence to incorporate NCL Government Capital financing solutions into their sales process. In addition, by aligning our marketing and sales process with Sourcewell's strength in outreach and cooperative purchasing, NCL maximizes the efficiency of all Sourcewell awarded contracts, ultimately benefiting all parties involved – "A rising tide floats all boats." | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | The complexities of government financing transactions, along with the required documentation, make it challenging to fully utilize an e-procurement ordering process. However, NCL facilitates several key aspects of the process through our website. Sourcewell members can request lease quotes and submit applications directly on the website. Once an application is approved, NCL handles the preparation of documentation in our office, and these documents are then sent electronically to the member agency for signatures. After the documents are signed, they are scanned and returned electronically, with hard copies sent via mail for record-keeping. Sourcewell Members have occasionally requested to utilize docusign for their signatures on the documentation, NCL has approved these requests.<br><br>While our online tools expedite the process, the majority of transactions still benefit from the personalized support of an NCL sales team member, ensuring smooth completion of all details. | * |

### Table 5A: Value-Added Attributes (100 Points)

| Line Item | Question | Response * | |
|---|---|---|---|
| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | NCL takes pride in its comprehensive training programs, which are designed to provide maximum value to Sourcewell Members and Vendors. These programs not only deliver essential knowledge but also empower stakeholders to make smarter financial decisions that benefit their organizations.<br><br>NCL Team Training:<br><br>NCL believes that a well-trained team is the foundation of excellent customer service. Each NCL Account Executive undergoes rigorous training on leasing and financing, as well as on Sourcewell and cooperative purchasing processes. This ensures that they are not only | |

experts in financing but also fully equipped to educate Sourcewell vendors and members effectively.

By maintaining expertise across all relevant areas, the NCL team can offer tailored advice, guiding members and vendors to the best solutions for their specific needs.

NCL Account Executives attend Sourcewell Vendor events and training to develop knowledge and expertise pertaining to the unique needs and characteristics of their respective verticals. This provides the NCL team with a deeper understanding of the Sourcewell Member agencies within their vertical and of the various equipment being sold into that vertical.

Sourcewell Vendor Training:

Over the past five years, NCL has conducted more than 500 training sessions for Sourcewell Vendor sales teams and dealer channels, including 25 training sessions at Sourcewell-hosted events. These sessions focus on the strategic use of financing to increase Sourcewell Vendor success on selling Sourcewell awarded solutions while helping Sourcewell Members secure essential equipment and services for their communities.

Sourcewell Member Training:

Many agencies are unaware of the benefits of Tax-Exempt Municipal Leasing and how it can be used to meet their financial needs. NCL actively engages with members to help educate them, helping them realize that Tax Exempt Municipal Leasing can be a viable solution even in the face of debt limitations or regulatory concerns.

Real-World Impact: Smaller communities, in particular, benefit from NCL's training, as it helps them understand how Tax-Exempt Municipal Leasing can expedite the acquisition of essential equipment—ultimately saving them money and avoiding the escalating costs of delayed purchases.

"NCL has been a crucial partner to the City of Ponderay in the development of the Field of Dreams regional sports and recreation complex. They provided creative, customized and flexible financing options that allowed Ponderay to bring a project that was 30-years in the make to fruition for the community." Steve Geiger – Mayor of Ponderay (Sourcewell Member #204643)
*Full Letter of Recommendation included in document upload (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #4 & #12)

"Working with NCL Government Capital was a learning process for all of us. In the past, our equipment purchases were limited to the funds we had on hand. We discovered financing opportunities that changed our traditional ways of thinking, which will open more doors for us in the future."— Jane Blade, Finance Director, City of Alexandria (Sourcewell Member #98117)

Details of our work with the City of Alexandria are included in the document uploads (FOLDER: MARKETING/ARTICLES & STORIES ATTACHMENT #1)

Industry Events:

NCL frequently speaks at industry conferences and tradeshows, using these opportunities to offer practical, actionable training to Sourcewell Members and Sourcewell eligible agencies. Topics cover essential areas such as:

Maximizing budgets: How agencies can leverage their budgets more effectively to stretch their buying power.

Understanding Tax Exempt Municipal Leasing: A primer on how this structure works and why it's a powerful tool for public agencies.

The power of cooperative purchasing: NCL emphasizes how Sourcewell's cooperative model benefits agencies, making procurement faster, easier, and more cost-effective.

Demonstrated Results

NCL's commitment to education and training has a tangible, positive impact on both Sourcewell members and vendors. By delivering in-depth training and offering accessible resources, NCL helps vendors close more deals and empowers members to acquire the equipment and services they need—faster and more efficiently. The results speak for themselves: increased Sourcewell contract success for vendors and smarter financial strategies for Sourcewell Members.

This focus on training, combined with NCL's broad range of financing products, ensures that all Sourcewell participants are equipped to succeed, whether they are a large municipal government or a small nonprofit organization.

| | | | |
|---|---|---|---|
| | | All training provided by the NCL team is provided at no cost to the Sourcewell Vendor or Sourcewell Member. This is a value-added service provided at the expense of NCL. | |
| 42 | Describe any technological advances that your proposed Solutions offer. | NCL's commitment to innovation is exemplified by the development of the NCL Calculator and Proposal Generator “QuoteNow”, a tool that is revolutionizing how Sourcewell Vendors offer financing. This technology provides vendors with 24/7 access to a custom platform where they can quickly and accurately generate professional lease proposals tailored to each opportunity. By integrating point-of-sale financing, this solution makes it easier for vendors to bundle competitively bid financing with their competitively bid equipment offers, streamlining the purchasing process for Sourcewell Members.<br><br>According to Forbes Magazine, which cited a study by Forrester Research, companies that offer point-of-sale financing experience a 30% increase in closing rates compared to those that do not. This statistic reinforces the significant value of the NCL Calculator and Proposal Generator “QuoteNow”, demonstrating its potential to drive higher success rates for vendors and increase overall sales.<br><br>This technological advancement enables vendors to respond more efficiently to opportunities, offering real-time adjustments to lease terms that meet the specific needs of Sourcewell Members. The ability to quickly produce accurate and competitive proposals not only enhances the vendor's performance but also improves the buying experience for the member agency, allowing them to make informed decisions faster.<br><br>Looking to the future, NCL expects this innovation to be the cornerstone of continued growth and success under the Sourcewell contract. By providing a more convenient, efficient, and competitive financing solution, the NCL Calculator and Proposal Generator “QuoteNow” is poised to have a lasting, positive impact on both Sourcewell Vendors and Members.<br><br>To further build out the NCL website, NCL has plans on implementing a member facing portal allowing Sourcewell members access to “QuoteNow”. This technology will provide them with real-time financing and leasing quotes to help make educated purchasing decisions for their agencies. Similar to the vendor portal, this platform will also consist of training material pertaining to utilizing Sourcewell contracts and competitively-bid funding solutions to increase the efficiency of members procurement process and to grow overall awareness of the value cooperative purchasing brings.<br><br>These technological innovations support NCL’s commitment to improving convenience, efficiency, and accuracy in its collaboration with Sourcewell vendors and members, helping to drive opportunities and increase success for all parties involved. | * |

| | | | |
|---|---|---|---|
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | NCL is proud to actively support numerous "green" initiatives by providing creative financial solutions that make environmentally friendly projects more affordable for member agencies. We go beyond traditional financing, helping governments and organizations achieve their sustainability goals through customized approaches that address their unique financial constraints.<br><br>"NCL has provided innovative programs that have helped the City of Jersey City take advantage of federal tax credits in order to reduce the cost of our commitment to "go green" as members of the Climate Mayor's program." Martin Valenti, Director of Automotive – City of Jersey City (Sourcewell Member #90998)<br><br>A prime example of our commitment to green initiatives is our involvement with the City of St. Paul in their pioneering "Evi" car share program—the first of its kind in the United States. This initiative established a network of electric vehicle (EV) chargers across key areas in St. Paul and Minneapolis, such as transportation hubs (airports, bus and train terminals) and underserved communities, including low-income housing areas.<br><br>The program provides residents with access to short-term, affordable electric vehicle rentals, creating an environmentally friendly transportation solution. Research indicates that for every EV added to the fleet, seven older, high-polluting gas-powered vehicles are replaced, significantly improving air quality in the region.<br><br>NCL played a crucial role in financing this project by overcoming a major financial obstacle—government entities like the City of St. Paul are ineligible for federal tax credits available for EV purchases. Through innovative thinking, NCL devised a way to monetize these tax credits, which brought down the cost of the program by hundreds of thousands of dollars, making it financially feasible for the city.<br><br>Due to the program's success, the City of St. Paul is now expanding the fleet with an additional 50 electric vehicles, which they will lease through NCL's Sourcewell contract. This new order is expected to be finalized in the fourth quarter of this year, further solidifying the city's commitment to sustainable transportation.<br><br>This is just one example of the green initiatives NCL has facilitated, demonstrating our dedication to making sustainability projects both accessible and affordable for member agencies.<br><br>Full writeups of this program have been provided in the document upload section (FOLDER: MARKETING/ARTICLES & STORIES ATTACHMENTS #2-4)<br><br>Internally, NCL continues to invest in technologies that will convert workflow to an electronic process and eliminate the use of paper throughout its office. NCL has also initiated a paperless billing option to Sourcewell members for their financing statements. | * |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | NCL has not received any third-party issued eco-labels, ratings, or certifications for our financial solutions. To the best of our knowledge, such certifications do not currently exist for financial services related to leasing or financing. However, we are deeply committed to supporting environmentally sustainable projects through our creative financing solutions, helping member agencies achieve their green and sustainability goals by making these projects more financially accessible. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed Solutions unique in your industry as it applies to Sourcewell participating entities? | NCL offers several unique attributes that differentiate its solutions and services for Sourcewell participating entities:<br><br>Sourcewell First Strategy: In 2001, NCL entered the Government Leasing and Finance market. It did so in partnership with what is now Sourcewell in order to bring Sourcewell members financial solutions. Since that time, NCL's sole focus has been dedicated to enhancing and improving the solutions and services NCL provides for Sourcewell Vendors and Members. This unwavering focus allows NCL to tailor every aspect of its operations, products, and services specifically to the needs of Sourcewell Vendors and Sourcewell Member Agencies, making it a more relevant and effective partner.<br><br>Synergy-Based Business Model: NCL's business philosophy is rooted in synergy, where collaboration with Sourcewell Vendors leads to collective success. NCL's focus is on fostering strong partnerships, believing that when Sourcewell Members and Vendors win, NCL wins too. This collaborative approach allows NCL to provide financing solutions that benefit all parties involved.<br><br>"We are now exclusively promoting and partnering with NCL for all financing options to our customers. This formalizes several years of hearing repeatedly from various sources of their experience in delivering value to other suppliers, as well as their tremendous reputation with the public sector. NCL has provided training to our sales team that helped us all understand both the compliance hurdles and the tremendous opportunities in government financing when working with a great partner like NCL." Rick Bond, Chief Resource Officer – Safeware (Sourcewell Contract #080922-SAF) | |

*Full letter of recommendation provided in the document uploads (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #5)

“NCL is an integral partner in our cooperative purchasing process, as it pertains to LeeBoys Sourcewell contract 060122-VTL. NCL, consistently provides LeeBoy, and our dealer partners with creative, timely financing options, and feedback that are vital in meeting an agencies budgetary need and increasing their buying power. Working in tandem with our Principal Supplier Development Executive, Jed Klein, NCL provides on-site training, responds to quote requests, and are always at the ready to answer questions. NCL is an excellent example of contract stewardship, and integral part of our Sourcewell sales process.” Brian Thornton, Government Sales Manager – LeeBoy (Sourcewell Contract #060122-VTL)

*Full letter of recommendation provided in the document uploads (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #7)

“Another aspect of NCL that I appreciate is their commitment to training our dealer network. They have provided us with valuable resources and guidance on how to best utilize their financing programs and services. In addition to supporting us at tradeshows, they have also conducted regular workshops and webinars to educate our dealers on the latest trends and best practices in the leasing industry.” - Joe Hendrickson , Vice President of Sales and Marketing, Schwarze Industries (Sourcewell Contract #093021-SWZ)

*Full letter of recommendation provided in the document uploads (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #6)

“Partnering with NCL has brought a new level of transparency, effort, and efficiency to our team. Their expertise enables us to take complex topics and simplify them in a way that not only benefits our internal operations but also resonates with our customers. This streamlined approach helps us offer innovative financing methods that increase project size, allowing our clients to achieve their goals with greater ease. NCL’s commitment to going the extra mile ensures we have the tools to succeed and win new business. It’s the kind of partnership we value, and one of many reasons we choose to work with NCL. Additionally, their compliance and Sourcewell contract provide a seamless framework that enables us to expand our offerings and turn ambitious projects into reality—faster and more efficiently.” - Ryan Demorest, Cooper Lighting (Sourcewell Contract #041123-CPL)

Flexible and Unique Funding Strategy: NCL’s funding strategy is designed around an alliance of banks and financial partners. This approach enables NCL to meet the diverse needs of Sourcewell Members, offering flexibility that many other financial companies cannot. By leveraging its network, NCL ensures that even the most complex transactions can find a financing solution.

For example, please see the Case Study for the City of Lynch included in the document uploads (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #11) along with the letter of recommendation from Hampton County (FOLDER: REFERENCES AND CASE STUDIES ATTACHMENT #2).

Unique Underwriting Flexibility: Unlike other finance companies with rigid, one-size-fits-all criteria, NCL's underwriting practices are adaptable. If a Sourcewell Member doesn’t meet traditional credit requirements, NCL doesn’t automatically decline the transaction. Instead, they work with the Member to address the credit deficiencies and improve the transaction’s appeal to underwriters. This personalized approach has led to NCL achieving an impressive 99% approval rate in the SLED sector.

Financing Non-Traditional Assets: NCL’s commitment to flexibility extends to the assets they finance. While many lenders only focus on assets with high resale value or easy repossession potential, NCL finances a broad spectrum of non-traditional, non-removable assets, including roofing, artificial turf, software licenses, and more. This ensures that Sourcewell Members can secure financing for all their needs, not just standard equipment.

City of Ponderay – Turf Fields, Sports Lighting, Site Improvements
Methuen Schools – Licenses for reading curriculum
Lakeview – Solar Panel Farm
New Lenox Park District – Roof Replacement

Customized Finance Structures: NCL takes a personalized approach to every deal, customizing the finance structure to fit the unique budgetary constraints of each Sourcewell Member. By asking critical questions like, “What is the annual budget for this project?” and offering flexible terms such as deferred payments, NCL ensures that Members can get the equipment they need without straining their current budgets. This level of customization is another way NCL excels where others fall short.

NCL’s proprietary calculator “QuoteNow” is a one-of-a-kind tool in the equipment finance industry today. Designed in partnership with Oracle Software, Salesforce, and other IT vendors, this quoting tool provides Sourcewell Vendor sales teams with the same powerful tools to provide point of sale custom finance solutions for their products. Other calculators

| | | | |
|---|---|---|---|
| | | exist but are not as robust and effective as the “QuoteNow” tool.<br><br>In summary, NCL's unwavering commitment to Sourcewell and its innovative approach to financing solutions set it apart in the industry. With a focus on synergy, flexibility, and a tenacious "can-do" mentality, NCL consistently finds solutions where others fall short. By offering customized finance structures, non-traditional asset financing, and unique tools like the "QuoteNow" calculator, NCL empowers Sourcewell Vendors and Members to meet their financial needs efficiently and effectively. Through 24 years of dedication, NCL remains a trusted partner, helping Sourcewell participants succeed in achieving their goals. | |

### Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|---|---|---|---|---|
| 46 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | ○ Yes<br>◉ No | |
| 47 | | Minority Business Enterprise (MBE) | ○ Yes<br>◉ No | |
| 48 | | Women Business Enterprise (WBE) | ○ Yes<br>◉ No | |
| 49 | | Disabled-Owned Business Enterprise (DOBE) | ○ Yes<br>◉ No | |
| 50 | | Veteran-Owned Business Enterprise (VBE) | ○ Yes<br>◉ No | |
| 51 | | Service-Disabled Veteran-Owned Business (SDVOB) | ○ Yes<br>◉ No | |
| 52 | | Small Business Enterprise (SBE) | ○ Yes<br>◉ No | |
| 53 | | Small Disadvantaged Business (SDB) | ○ Yes<br>◉ No | |
| 54 | | Women-Owned Small Business (WOSB) | ○ Yes<br>◉ No | |

### Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
|---|---|---|---|

| | | |
|---|---|---|
| 55 | Describe your payment terms and accepted payment methods. | NCL offers fully customizable payment plans to meet the diverse needs of Sourcewell members, ensuring flexibility and alignment with each agency's financial requirements. We offer a variety of payment schedules, including:<br><br>Monthly, quarterly, semi-annual, or annual payments: Designed to align with the cash flow and budget cycles of member agencies, offering flexibility in managing financial commitments.<br><br>Deferred payments: Allows agencies to acquire needed equipment now while deferring payments until the next budget cycle, helping them manage current fiscal year constraints.<br><br>In addition to customizing payment schedules, NCL adapts the timing of invoices to suit each agency's preferences. Some agencies require invoices 45 days in advance, others 60 days, and some 30 days. NCL takes the time to identify these needs during the documentation stage to ensure smooth billing and avoid collection issues.<br><br>NCL also offers a range of payment options to suit members' preferences, including:<br><br>Check<br>ACH (Automated Clearing House)<br>EFT (Electronic Funds Transfer)<br>P-Card (Procurement Card)<br><br>Moreover, NCL takes pride in providing top-tier customer service. When agencies have billing-related questions or concerns, they are connected directly to a live representative, ensuring real-time assistance. This eliminates the frustration of automated systems and ensures that members receive prompt, personalized support. |
| 56 | Provide one (1) general sample tax-exempt municipal lease document and explain what terms are negotiable.<br><br>Describe any other standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to participating entities. | To highlight NCL's exceptional flexibility, all terms in the tax-exempt municipal lease agreement are negotiable. NCL takes pride in working closely with Sourcewell Member agencies to tailor every detail of the agreement, ensuring it aligns with their specific needs. This includes not only key terms, such as payment schedules and asset return options, but also more complex elements like indemnification clauses, warranty terms, default provisions, and dispute resolution processes.<br><br>NCL's commitment to negotiating every aspect of the agreement is what truly sets it apart, ensuring a mutually beneficial outcome for each transaction. This adaptability has long been a hallmark of NCL's approach, as demonstrated by successful negotiations with the City of Birmingham, AL, and numerous other Sourcewell Member agencies.<br><br>As evidence of this flexibility, NCL has provided a sample tax-exempt municipal lease document (FOLDER: SAMPLE DOCUMENTS ATTACHMENT #1). This is an actual redlined version from a real transaction with the City of Birmingham, AL, where the city's legal counsel proposed changes. NCL worked collaboratively to accommodate these requests, ultimately reaching a fully negotiated, mutually acceptable agreement—demonstrating its ability to adapt to the unique needs of Sourcewell Members.<br><br>While many finance companies only offer negotiation on select terms, NCL stands out by offering complete flexibility in every part of the agreement. Negotiable terms include, but are not limited to:<br><br>*Payment schedules: Monthly, quarterly, semi-annual, or annual payments.<br><br>*Payment due dates: Aligned with budget cycles.<br><br>*Deferred payments: Customized deferral options to meet budgetary requirements.<br><br>*Asset return options: Tailored for non-essential assets.<br><br>*Early buyout options: Flexible early termination or buyout arrangements. |

| | | | |
|---|---|---|---|
| | | *Insurance requirements: Adjusted to fit the agency's existing policies.<br><br>*Maintenance agreements: Negotiable maintenance provisions.<br><br>*Ownership terms: Customized transfer of ownership.<br><br>Beyond these, NCL also negotiates more intricate terms, such as indemnification clauses, warranty provisions, default remedies, and dispute resolution methods. Over many years, NCL has consistently shown the ability to customize every aspect of a transaction, with roughly half of all Sourcewell-funded deals involving some form of term negotiation. According to Sourcewell Vendors and Members, NCL's willingness and capability to negotiate every term makes it unique in the market.<br><br>"The first deal we worked on with NCL and Sourcewell happened because the initial financing wasn't compliant with our legal process. So, we turned to NCL. Jake and team immediately got to work and within three days we had completed the entire process." Barbara Mackson – Purchasing Agent, Wappingers Central School District (Sourcewell Member ID #115344)<br><br>In addition to the tax-exempt lease document, NCL proposes to use the following standard transaction documents in connection with an awarded agreement and has uploaded the following into the document upload section (FOLDER: SAMPLE DOCUMENTS ATTACHMENTS #1-17):<br><br>Municipal Credit Application<br>Non-Profit Credit Application<br>Tax Exempt Municipal Lease Documents<br>Flex Plus Addendum (to Tax Exempt Municipal Lease documents)<br>Sample FMV Documents<br>TRAC Rider (to FMV Documents)<br>Government Obligation Contract<br>Equipment Finance Agreement<br>Purchase Order Only Verbiage & Sample PO (attachments 10-14)<br>Federal Lease Documents<br>Tribal Lease Documents<br>Invoicing Questionnaire<br><br>All documents are tailored to each Sourcewell Member's needs, and template agreements are available for review and use by participating entities. | * |
| 57 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | NCL is able to accept the P-Card procurement and payment process, although it is rare for members to use P-Cards for financing payments. In addition to P-Cards, NCL also accepts EFT and ACH payments, which do not incur any additional costs for members.<br><br>If a Sourcewell member prefers to use a P-Card, NCL can accommodate this payment method. However, any additional costs associated with processing P-Card payments will be passed on to the member. | * |

| | | | |
|---|---|---|---|
| 58 | Describe your pricing model (e.g., index(es) used, line-item discounts or product-category discounts) and why you chose that model (e.g., index). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.<br><br>**NOTE - for this solicitation, Percentage Discount from Catalog or Category is construed to include a proposal for pricing on a percentage below/above an index. If using index(es), indicate which one(s) that will be used for tax-exempt municipal leasing and why you chose the index(es).<br><br>Describe how Participating Entities will verify these rates. Provide a link to the index(es), if available. | NCL's pricing model is a "Cost Plus" structure based on the SOFR Swap rate index, widely regarded as the standard for both commercial and government transactions. This ensures that Sourcewell members receive transparent, market-driven pricing that reflects the most current and reliable financial data.<br><br>Key Components of the Pricing Model:<br><br>SOFR Swap Rate: The base index for determining costs, easily accessible online.<br><br>Delta Over Swaps: NCL's mark-up over the base SOFR Swap Rate.<br><br>NCL Rate: The resulting interest rate offered to Sourcewell members.<br><br>NCL Payment Factor: Used to calculate payments based on the selected term and frequency.<br><br>Payment Flexibility:<br><br>NCL offers various payment schedules to fit Sourcewell members' unique needs:<br><br>Monthly<br>Quarterly<br>Semi-annual<br>Annual<br><br>The NCL Rate remains the same across all payment frequencies, providing flexibility without affecting the cost structure.<br><br>Tax-Exempt vs. Non-Tax-Exempt Programs:<br><br>Programs Eligible for Tax Exempt Rates: These include the Tax-Exempt Municipal Lease, Government Obligation Contracts, and Municipal Bonds. These programs are available to qualifying public entities and typically offer rates that are 21% lower than non-tax-exempt programs.<br><br>Programs Considered Non-Tax-Exempt: These include the Fair Market Value Lease, the TRAC Lease, and the Equipment Finance Agreement. Non-tax-exempt rates apply to these programs, which are often used by private institutions or entities that do not qualify for tax-exempt status.<br><br>Ceiling-Based Pricing with Flexibility:<br><br>NCL offers ceiling-based pricing, but we reserve the right to offer lower rates for larger, investment-grade entities like cities, counties, states, and public universities, ensuring the most competitive pricing for these financially strong organizations.<br><br>Transaction Pricing by Size and Term:<br><br>Pricing is determined by both the size and the term of the transaction. Detailed pricing tables, illustrating how rates adjust based on these factors, are available in the document upload section.<br><br>Easy Pricing Verification for Sourcewell Members:<br><br>Sourcewell members can easily verify pricing compliance by accessing SOFR Swap rates online through resources like Bloomberg, the Wall Street Journal, the Federal Reserve, or the convenient option provided by Chatham Financial (https://www.chathamfinancial.com/technology/us-market-rates). Members can look up the rate on the date of the proposal or funding and compare it to the corresponding rate in the tables provided in the document upload section.<br><br>By empowering Sourcewell members with the tools to easily verify compliance, and by offering flexible, competitive rates for both tax-exempt and non-tax-exempt programs, NCL ensures that every agency receives transparent, fair, and market-aligned pricing. | * |

| | | | |
|---|---|---|---|
| 59 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP, list price, or a percentage below/above an index, state the percentage or percentage range. | NCL offers significant discounts to Sourcewell member agencies, with detailed discount summaries provided in the Tax-Exempt Discount Summary and Non-Tax-Exempt Discount Summary in the Document Upload section of the RFP response (FOLDER: PRICING ATTACHMENTS #3&4). These discounts can be summarized as follows:<br><br>Tax Exempt Transactions:<br><br>$500,000 and over: On average, transactions are 16% lower than Non-Sourcewell transactions.<br><br>$100,000 to $500,000: On average, transactions are 15% lower than Non-Sourcewell Tax Exempt transactions.<br><br>$1,500 to $99,999: On average, transactions are 9.89% lower than Non-Sourcewell transactions.<br><br>For Tax Exempt transactions, the initial discount begins at 21%, as NCL passes 100% of the tax benefit back to the customer. The additional discount percentages listed in the Tax Exempt Discount Summary are applied in addition to the initial 21% discount, providing significant savings for Sourcewell members.<br><br>Non-Tax Exempt Transactions:<br><br>Over $500,000: These transactions receive, on average, a 14.71% discount compared to Non-Sourcewell transactions.<br><br>$100,000 to $499,999: These transactions receive, on average, a 13.59% discount.<br><br>$1,500 to $99,999: These transactions receive, on average, a 10.17% discount.<br><br>Flexible and Transparent Discounting:<br><br>NCL's pricing model ensures that Sourcewell members receive competitive rates, whether they are participating in Tax Exempt or Non-Tax-Exempt programs. The discounts provided vary based on the size and term of the transaction, with larger and longer-term transactions often benefiting from additional savings.<br><br>By offering these comprehensive discounts, NCL ensures that Sourcewell members receive transparent, market-driven pricing, with the opportunity to maximize savings on essential equipment and services. Full details of the discount structure are available in the Tax-Exempt Discount Summary and Non-Tax-Exempt Discount Summary in the document upload section (FOLDER: PRICING ATTACHMENTS #3&4). | * |
| 60 | Describe any quantity or volume discounts or rebate programs that you offer. | NCL offers volume-based discounts, as reflected in the Rate Tables provided in the Document Upload section of the RFP (FOLDER: PRICING ATTACHMENTS #1&2). The larger the transaction, the lower the rate, which provides Sourcewell members with significant savings on higher-value transactions.<br><br>Additionally, NCL offers a cumulative discount program for Sourcewell members who engage in multiple transactions. This program incentivizes members to continue utilizing Sourcewell and NCL for their financing needs, offering further savings as they complete additional transactions.<br><br>This combination of transaction size-based discounts and cumulative discounts ensures that Sourcewell members receive competitive pricing while encouraging long-term partnerships with NCL to meet their ongoing needs. | * |

| | | | |
|---|---|---|---|
| 61 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | By including a wide breadth of programs along with the detailed pricing in this RFP, NCL ensures that Sourcewell members have maximum flexibility to choose the lease structure that best fits their specific needs, whether they require a Tax Exempt or Non-Tax-Exempt solution. This flexibility allows members to align their financial decisions with their unique operational requirements while ensuring full compliance with bid requirements.<br><br>Sourcewell members can select from a range of options, including Operating Leases, TRAC Leases, Not to Exceed Leases, and more, knowing that these programs are priced transparently and offer flexible payment terms. This comprehensive approach guarantees that members have access to the most appropriate financial tools for their needs while adhering to their procurement guidelines. | * |
| 62 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Items that are not included in the pricing submitted in this response and may apply depending on specific circumstances include:<br><br>Sales Tax (if applicable): Depending on the location of the Sourcewell member and the nature of the transaction, sales tax may be required.<br><br>Personal Property Tax (if applicable): In some jurisdictions, personal property taxes may apply to leased equipment, and these would be the responsibility of the member.<br><br>Origination Fees: A one-time origination fee may apply, with a maximum of $500 per transaction.<br><br>Late Charges: These may apply if payments are not received according to the agreed-upon terms.<br><br>P-Card Charges: If the member chooses to utilize a P-Card (procurement card) for payments, any additional costs associated with this payment method will be passed on to the member.<br><br>Each of these potential costs is dependent on specific terms, jurisdictional regulations, or member preferences. NCL will work closely with Sourcewell members to ensure transparency and clarity regarding any additional charges that may apply. | * |
| 63 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, delivery, and shipping are not costs charged by NCL. These costs, if applicable, may be imposed by the Sourcewell Vendor supplying the leased asset. However, NCL offers a convenient solution by allowing Sourcewell members to include these costs in their financed amount. This ensures that members can bundle all acquisition-related expenses—such as freight, delivery, and shipping—into one seamless financing arrangement.<br><br>By incorporating these costs into the financing, NCL helps members manage their budgets more effectively and simplifies the acquisition process. This flexibility ensures that Sourcewell members can cover all necessary expenses without the need for separate payments or additional financial planning. NCL's approach is designed to provide a streamlined, hassle-free experience, allowing members to focus on acquiring the equipment they need while we handle the financing details. | * |
| 64 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | NCL provides consistent support and service to Sourcewell members, regardless of location. Sourcewell members in Alaska, Hawaii, Canada, or offshore locations are treated with the same level of service as those on the mainland. NCL ensures that all members, no matter their geographic location, have access to flexible financing solutions that can incorporate freight, shipping, and delivery costs into the financed amount.<br><br>By maintaining equal service standards across all regions, NCL offers a streamlined, reliable experience for members in these locations, ensuring that their specific logistical challenges are met with the same ease and efficiency as mainland deliveries. | * |

| | | | |
|---|---|---|---|
| 65 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | In 2023, NCL introduced the innovative Vendor Calculator "QuoteNow" feature within its Vendor Portal. This unique tool provides 24/7 access to thousands of Sourcewell Vendor salespeople, enabling them to generate customized lease proposals instantly. The Vendor Calculator equips sales teams with the same powerful tools used by NCL Account Executives, allowing them to deliver professional and competitive finance proposals to Sourcewell customers quickly and efficiently.<br><br>This streamlined process not only makes it easier for vendors to offer financing with every opportunity but also significantly enhances their ability to proactively present financing options—a proven strategy that increases the likelihood of closing deals. By integrating this feature into the sales process, NCL empowers Sourcewell vendors to better serve their customers and increase success rates.<br><br>There is no other tool like the Vendor Calculator in the industry today, offering a distinct competitive advantage for both Sourcewell and NCL, and further differentiating them in the marketplace.<br><br>Looking ahead, NCL is developing the next phase of this project: the launch of a member version of the calculator, which will be accessible exclusively to Sourcewell members through the Member Portal on the NCL website. This will allow members to independently generate and explore finance proposals tailored to their needs, giving them more control and convenience in their financial decision-making process. This forward-thinking approach further enhances NCL's commitment to providing Sourcewell members with cutting-edge tools that simplify financing and improve overall efficiency. | * |
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | NCL employs a multi-step self-audit process to ensure compliance with its Sourcewell agreement, guaranteeing that participating entities receive the correct pricing:<br><br>Automated Pricing with the Lease Proposal Generator: NCL's Lease Proposal Generator includes Sourcewell-specific pricing tables. When preparing quotes, selecting "Sourcewell" ensures that the correct, competitively bid rates and discounts are applied automatically, minimizing errors from the outset.<br><br>Transaction Confirmation: Once a proposal is accepted, the NCL Account Executive confirms the Sourcewell status of the transaction during the underwriting and documentation stage, ensuring proper identification and application of Sourcewell terms.<br><br>Controller Verification: During funding, the NCL Controller reviews each transaction to confirm whether it is a Sourcewell deal and whether Sourcewell pricing was used. Verified transactions are entered into NCL's portfolio software and added to the "Sourcewell List."<br><br>Monthly Audit and Approval: NCL's Treasurer, Chris Canavati, conducts a monthly review of all transactions to ensure compliance. Sourcewell and non-Sourcewell transactions are reviewed for accuracy, and adjustments are made if necessary.<br><br>Quarterly Reporting to Sourcewell: A detailed quarterly report of all Sourcewell transactions is compiled and submitted to Sourcewell, along with the associated Administrative Fee. This regular reporting ensures transparency and accountability. | * |

| | | | |
|---|---|---|---|
| 67 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | To measure success with the Sourcewell agreement, NCL employs a robust tracking system through its CRM software (Salesforce), which ensures that both activities and results are efficiently and seamlessly monitored. The key metrics NCL will track include:<br><br>NCL Account Executive Activity: NCL tracks the activities of its Account Executives, which are essential for building and maintaining relationships with Sourcewell Vendors. These activities include:<br><br>The number of vendor training sessions conducted, either in-person or online.<br><br>The number of sales calls made with Sourcewell Vendors.<br><br>The number of tradeshows attended by NCL Account Executives.<br><br>Quantity and Dollar Amount of Sourcewell Proposals: The NCL Lease Proposal Generator "QuoteNow" is embedded directly within Salesforce, allowing all proposals—whether generated by an NCL Account Executive or a Sourcewell Vendor—to be automatically entered into the CRM. This ensures accurate and efficient tracking of the number and dollar amount of proposals submitted to Sourcewell Members.<br><br>Number of Operating Agreements: NCL monitors the number of Operating Agreements signed by Sourcewell Vendors, providing a clear metric for long-term partnership success.<br><br>By utilizing Salesforce, NCL ensures that the tracking of activities and results is not only efficient but also fully integrated into its workflow, allowing for seamless measurement of success with the Sourcewell agreement. | * |
| 68 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to participating entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | NCL proposes an administrative fee of 0.25% of the financed amount for each transaction funded under the Sourcewell contract. This fee is not added as a line item to the Member's cost of goods and aligns with the typical administrative structure outlined in the Sourcewell RFP. | * |

### Table 7: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|---|---|---|---|
| 69 | The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply. | This pricing is exclusive to Sourcewell, Sourcewell Vendors, and Sourcewell Members. It is not available to any other cooperative contract members. Therefor this pricing is better than any pricing offered by NCL. | * |

### Table 8A: Depth and Breadth of Offered Solutions (200 Points)

| Line Item | Question | Response * |
|---|---|---|
| 70 | Provide a detailed description of all the Solutions offered, including used, in the proposal. | NCL is committed to offering a comprehensive range of financing solutions that meet the unique needs of Sourcewell members, including public agencies, educational institutions, nonprofits, federal government agencies, and tribal governments. Our flexible solutions allow agencies to acquire essential equipment and services while fitting within their specific budgetary and operational requirements.<br><br>Comprehensive Financing Solutions:<br><br>1. Tax Exempt Municipal Leases: |

Overview: A core offering, these leases enable tax-exempt agencies to acquire necessary equipment with flexible payment terms while adhering to tax-exempt guidelines. Tax Exempt Municipal Leases are often the least expensive form of financing to agencies that meet the qualifications (Qualifications as prescribed in the Internal Revenue Code which include all States and their Political Subdivisions). This product is the least expensive due to the tax benefits afforded to the Lender, in this case, NCL. NCL then passes this benefit on to the customer in the form of a lower rate.

Use Case: Ideal for public agencies seeking to procure equipment without large upfront costs, offering manageable long-term budget planning. Also ideal for public agencies whose objective is too “own” the asset long-term.

2. Fair Market Value Lease:

Overview: This lease allows agencies to return the asset or purchase it at fair market value at the end of the term, providing flexibility for equipment upgrades. Agencies utilizing this program desire to pay for the use of the asset over time.

Use Case: Suited for agencies needing high-tech or fast-depreciating assets, offering the flexibility to upgrade or return equipment at lease end.

3. TRAC Lease:

Overview: Designed for titled vehicles, this lease shares the risks and rewards of the vehicle’s residual value, making it ideal for fleet management.

Use Case: Best for public works or law enforcement fleets where vehicle resale value plays a significant role in cost management.

4. Government Obligation Contract:

Overview: This program offers the same features and benefits of a Tax-Exempt Municipal Lease. The difference is in name and verbiage only as the term “Lease” is not found anywhere in the document.

Use Case: Ideal for agencies needing flexibility due to legal constraints, while still benefiting from tax-exempt leasing advantages. Often, an agency may use funds from a federal grant or other federal sources. These monies are often conditioned on the agency owning the equipment vs leasing. Thus a “Lease” would disqualify the agency from being awarded these monies.

5. Equipment Finance Agreement:

Overview: A commercial loan tailored for private schools, universities, and nonprofits that are ineligible for tax-exempt leases but require financing for capital assets.

Use Case: Perfect for private educational institutions and nonprofits needing financing options like government entities but not for tax-exempt financing.

6. Flex Lease:

Overview: Combines the advantages of tax-exempt rates with flexibility, allowing agencies to return equipment and skip the final three payments if desired.

Use Case: Ideal for agencies seeking flexibility with ownership decisions at lease end.

7. Municipal Bonds:

Overview: NCL assists agencies in securing municipal bonds, offering long-terms, often 20 years or more, for large capital projects.

Use Case: Best suited for infrastructure or public works projects requiring significant capital investment for assets with a much longer useful life. *

8. Purchase Order Only Lease:

Overview: Simplifies the acquisition process by using a Purchase Order as the governing document, avoiding traditional lease documents. Available in both tax-exempt and non-tax-exempt forms.

Use Case: Ideal for agencies with streamlined procurement processes seeking to avoid extensive paperwork.

9. Ground Lease:

Overview: Designed for projects involving real property, such as new buildings or facility improvements. Ground leases allow for extended terms, up to 25 years.

Use Case: An example is Washington County Central Dispatch 911, where NCL provided a 25-year term, enabling the county to fit the project into their budget, fo critical communications systems and remain compliant with state regulations.

10. Interest Earning Escrow Account:

Overview: NCL offers interest-earning escrow accounts for agencies needing upfront funding. Unlike traditional escrow accounts, NCL's solution allows agencies to earn interest on the funds, reducing overall project costs.

Use Case: Glacier View Fire Department benefited from NCL's escrow account by earning substantial interest on their down payment, helping reduce the cost of a new fire truck.

11. Deferred Payment Options:

Overview: NCL understands that budget constraints can delay critical equipment acquisitions, especially when dealing with tight fiscal schedules. Our deferred payment options provide flexibility by allowing agencies to postpone payments until the next fiscal year—or even the year following the receipt of equipment or project completion. This option enables agencies to act immediately, securing the necessary assets while deferring payments to future budgets.

Use Case: This feature has been invaluable for numerous Sourcewell members who have avoided delays due to budget cycles. It also protects agencies from rising capital goods prices, which have increased by more than 20% annually in recent years. By taking immediate action, agencies can lock in current prices and prevent the costs of waiting.

Success Example: Many Sourcewell members have used this deferred payment option to expedite the arrival of essential-use equipment, significantly reducing downtime and enhancing service delivery without stretching current-year budgets.

Unique Capability for Federal and Tribal Government Financing:

NCL has the demonstrated ability to finance Federal Government and Tribal Government transactions, sectors many leasing companies avoid due to the complexities involved. NCL has successfully financed projects for:

Tribal Governments: Including the Confederated Tribes of the Colville Reservation, Blackfeet Tribe, Blackfeet Housing, Choctaw Tribe, Coquille Tribe, and Cahuilla Tribe.

Federal Government Agencies: Such as U.S. Fish and Wildlife, Marine Corps Community Services, and the U.S. Air Force Base at Fort Leonard Wood.

Used Equipment: NCL has and will continue to offer financing solutions for used equipment. Examples of used equipment financed in the past include Fire Trucks, Ambulance, Fitness Equipment, Vehicles.

Proven Success:

NCL's diverse range of solutions, including the deferred payment options, have led to measurable success. By allowing agencies to defer payments and avoid price hikes, NCL has helped numerous Sourcewell members procure critical equipment and services without delay. Our ability to work with unique sectors, such as Federal and Tribal governments, further highlights our capacity to meet the needs of all Sourcewell members, no matter the complexity or financial challenges.

| | | |
|---|---|---|
| 71 | Within this RFP category there may be subcategories of Solutions. List subcategory titles that best describe your products and services. | Many of the subcategories of solutions that NCL offers are described in detail above. These subcategories best describe the products and services we provide:<br><br>Fair Market Value Leases<br>TRAC Leases<br>Government Obligation Contracts<br>Equipment Finance Agreements<br>Flex Leases<br>Municipal Bonds<br>Purchase Order Only Leases<br>Ground Leases<br>Interest Bearing Escrow Accounts<br>Deferred Payment Programs<br><br>Each of these solutions is designed to meet the specific financing needs of Sourcewell members, offering flexibility and tailored support for various projects and acquisitions. |
| 72 | Describe your strategy for collaborating with Sourcewell awarded vendors of relevant equipment, products, and services to facilitate member transactions (resources, tools, training, etc.). | Since the beginning of the NCL/Sourcewell relationship in 2001, NCL has firmly believed that its success with the Sourcewell awarded contract is inextricably linked to the success of other Sourcewell awarded vendors. This philosophy is the driving force behind NCL's 100% dedication of its Sales and Marketing efforts to building synergistic relationships with Sourcewell vendors. The goal is mutual growth and enhanced outcomes for all parties involved.<br><br>Throughout our collaboration, NCL Government Capital has proven to be a reliable and innovative partner, always ready to go the extra mile to support our objectives. Their expertise in the leasing industry, combined with their customer-centric approach, has facilitated seamless transactions and fostered a positive, successful working relationship.<br><br>“We highly recommend NCL Government Capital to any organization seeking a dedicated, adaptable, and customer-focused leasing partner. Their commitment to excellence and flexibility in meeting customer needs is truly unmatched.” - Chad Bormann, Global Environmental Products, Inc. (Sourcewell Contract #093021-GEP)<br><br>To bring this vision to life, NCL developed the "Sourcewell Vendor Playbook", a comprehensive and strategic guide that provides the NCL team with the steps necessary to effectively collaborate with Sourcewell vendors. This playbook, included in the document upload section (FOLDER: MARKETING ATTACHMENT #2), is a key component of NCL's strategy for maximizing success under the Sourcewell contract. It outlines everything from the onboarding process to the creation of a customized vendor portal and offers detailed guidance on how to support vendors through personalized leasing programs and ongoing collaboration.<br><br>Key Elements of the "Sourcewell Vendor Playbook":<br><br>Vendor Onboarding Process:<br>The journey begins with personalized presentations to vendor senior management and regional sales teams. These presentations introduce NCL’s financing solutions and illustrate how they can enhance the vendor’s own product offerings.<br><br>The onboarding process includes tailored discussions about how NCL can support the vendor in achieving its specific sales goals through custom financing programs. This sets the stage for a long-term partnership where success is shared.<br><br>Customized Vendor Portal:<br>As part of the collaborative process, NCL develops a customized vendor portal for each Sourcewell awarded vendor. This portal serves as a centralized hub for all vendor-specific tools and resources.<br><br>The portal includes co-branded marketing materials, enabling vendors to seamlessly integrate NCL's financing solutions into their own offerings.<br><br>One of the most valuable features is the customized calculator and proposal generator, branded as "Quote Now", which allows vendors to quickly create competitive lease proposals for Sourcewell members. This tool gives vendor sales teams 24/7 access to the same resources NCL Account Executives use, ensuring they can respond to opportunities in real-time.<br><br>Ongoing Support & Collaborative Program Creation:<br>NCL provides ongoing, personalized support to Sourcewell vendors. This includes assisting in the creation of vendor-specific leasing programs that align with the needs of the vendor’s customers and product lines. These custom programs ensure that the vendor can offer flexible, appealing financing solutions to close more sales.<br><br>“Jake and NCL Government Capital are valuable extensions of our sales team. They |

truly have been a sales multiplier for us at International." - Bob Mann, VP & Assistant General Manager (Sourcewell Contract #060920-NVS)

The NCL team works hand-in-hand with vendors to understand their sales processes and customer bases, ensuring that the financing solutions provided meet their specific needs and enhance their ability to secure more contracts.

Tradeshow Support:
NCL extends its partnership by providing tradeshow support, offering on-site expertise and co-branded materials that allow vendors to present fully integrated financing options. This boosts vendors' ability to close deals directly at events and provides them with immediate support.

Training:
Perhaps the most critical component of the process is training. NCL conducts regular training sessions for vendor sales teams, ensuring they fully understand the benefits of tax-exempt municipal leasing and other financing options. These sessions, conducted both online and in person, are designed to empower vendor sales teams to effectively use NCL's tools and solutions in their own sales strategies.

"Another aspect of NCL that I appreciate is their commitment to training our dealer network. They have provided us with valuable resources and guidance on how to best utilize their financing programs and services. In addition to supporting us at tradeshows, they have also conducted regular workshops and webinars to educate our dealers on the latest trends and best practices in the leasing industry. Working with NCL has been a great experience, and we look forward to continuing our business relationship with them in the future. I highly recommend NCL to anyone who is looking for a professional and dependable leasing company that provides expertise in their field." - Joe Hendrickson ,Vice President of Sales and Marketing Schwarze Industries (Sourcewell Contract #093021-SWZ)

"Quote Now" - Customized Calculator and Proposal Generator:
A standout feature in NCL's strategy is the "Quote Now" calculator, an essential tool that equips Sourcewell vendors with the ability to generate lease proposals at any time. The calculator and proposal generator provide vendors with flexibility, enabling them to quickly respond to Sourcewell members' requests with accurate, professional finance proposals that align with the specific terms offered under the Sourcewell contract.

This tool enhances vendors' ability to offer immediate financing solutions to their customers, thus increasing the likelihood of closing deals and improving customer satisfaction.

"The platform is very easy to use, and I love how once you put in the required information, it provides you with the customer facing quote within seconds. I believe partnering with NCL Government Capital will provide our customers with a resource they likely didn't know was an option, and in turn help our customers get what they need significantly faster than waiting for budget to appear or going through the lengthy grant process." - Michael Ciesliga, GeoConex LLC/Zetron (Sourcewell Contract #042021-ZET)

Driving Explosive Growth and Mutually Beneficial Success:

This structured, strategic approach, built around the Sourcewell Vendor Playbook, has fueled explosive growth for NCL. By focusing solely on helping Sourcewell vendors achieve their goals, NCL has seen significant increases in the volume of leases written under the Sourcewell contract and the number of Sourcewell awarded vendors that have successfully funded transactions with NCL.

The Vendor Playbook exemplifies NCL's commitment to its vendors, offering a roadmap for success that includes strategic collaboration, cutting-edge tools like the "Quote Now" calculator, and continuous support. This dedication has positioned NCL not only as a financial partner but as a vital collaborator in the success of Sourcewell vendors. By helping vendors leverage financing solutions to enhance their own sales efforts, NCL has created a powerful ecosystem of shared success.

Through its unwavering focus on collaboration and mutual growth, NCL ensures that every vendor relationship contributes to the overall success of the Sourcewell contract, benefiting vendors, Sourcewell members, and NCL itself.

"NCL's focus on collaboration and mutual growth continues to drive innovation and refinement of processes such as the Sourcewell Vendor Playbook and the "QuoteNow" tool. These collaborative efforts have led to NCL funding transactions for 105 contracts this most recent contract period compared to 41 in the prior contract period and 350% growth in NCL's leasing volume from the last contract period to the current contract period. As we continue to prioritize these fundamental

| | | |
|---|---|---|
| | | business concepts in the future, we anticipate even greater results." - Chris Canavati, Founder and Co-Owner, NCL Government Capital |
| 73 | Describe what services and support your company offers to participating entities to ensure the successful implementation and management of leasing agreements (e.g., lifecycle management, end of life disposal). | NCL offers a comprehensive suite of services and support to ensure that Sourcewell members successfully implement and manage their leasing agreements from inception through the end of the asset's life. Drawing on over 24 years of industry experience, NCL provides tailored guidance throughout the lifecycle, ensuring members can maximize the value of their leased assets while maintaining flexibility and convenience.<br><br>Key Services and Support Provided:<br><br>Lifecycle Management:<br><br>Expert Term Guidance: NCL uses its deep knowledge of asset lifecycles to help members select the most appropriate lease terms, ensuring that payments align with the useful life of the equipment. This prevents members from paying for equipment that may no longer serve their operational needs.<br><br>Example: NCL would recommend a lease term that matches the lifecycle of technology equipment, ensuring the agency doesn't overpay for outdated assets.<br><br>Flexible Lease Programs: For agencies that do not wish to own the equipment long-term, NCL offers flexible programs like Fair Market Value or Flex Lease options, allowing members to return the equipment at the end of the lease if ownership is not desired.<br><br>Proactive Lifecycle Support:<br><br>Ongoing Consultation: NCL engages with members throughout the lease term, providing regular consultations to assess the performance and utility of leased assets. This ensures that any changes in members' needs are met with timely adjustments to the lease terms.<br><br>Regular Asset Reviews: NCL Account Executives periodically review the member's assets to help determine if they should extend the lease, upgrade equipment, or return assets, ensuring that members are always using the most relevant and efficient equipment.<br><br>Upgrade Flexibility During Lease Term:<br><br>No-Penalty Upgrades: NCL provides agencies with the flexibility to upgrade equipment during the original lease term without penalty. This allows members to trade in outdated or undesirable equipment for newer, up-to-date models, ensuring their operations remain efficient.<br><br>Example: A municipality leasing vehicles may trade in its fleet for newer models mid-term, without incurring penalties, keeping their operations modern and reliable.<br><br>End-of-Life Disposal and Return:<br><br>Hassle-Free Equipment Return: For agencies that choose to return equipment at the end of the lease, NCL ensures the process is convenient and streamlined. Members can return the equipment to an authorized location within 200 miles, minimizing logistical challenges.<br><br>Example: A school district returning leased IT equipment at the end of the term can easily drop it off at a nearby location arranged by NCL, simplifying the disposal process.<br><br>Sustainable Disposal Options: For assets requiring environmentally friendly disposal (e.g., electronics), NCL helps agencies arrange proper disposal methods that comply with environmental regulations.<br><br>Tailored Post-Lease Solutions:<br><br>Seamless Equipment Upgrades: NCL provides a smooth transition for members looking to upgrade or replace equipment at the end of their lease. This ensures that members stay up to date with the latest technology and equipment with minimal downtime.<br><br>Transition to New Leases: For agencies looking to continue leasing new equipment, NCL helps them seamlessly roll over to new leases, maintaining continuity in operations without the hassle of restarting the leasing process.<br><br>Proven Success: |

| | | | |
|---|---|---|---|
| | | NCL's tailored support and flexible leasing options have allowed Sourcewell members to successfully manage their leasing agreements with minimal friction. By providing ongoing consultation, no-penalty upgrades, and easy equipment returns, NCL ensures that Sourcewell members receive the maximum benefit from their leasing agreements while maintaining operational efficiency. | |
| 74 | For the past three (3) years, what percentage of your business was tax-exempt municipal leasing? | 83% of our business has been Tax Exempt Municipal Leasing. | * |
| 75 | Describe any assets for which your organization will not provide tax-exempt municipal leasing. | Over the past 24 years, NCL has demonstrated flexibility and creativity by financing any asset type requested by Sourcewell members. We have successfully financed a wide variety of assets, including traditionally challenging projects such as roofing, artificial turf, flooring, software, and other non-traditional items. To date, there has not been a request that NCL could not finance, showcasing our commitment to meeting the diverse needs of Sourcewell Members, regardless of the asset type. | * |

| | | |
|---|---|---|
| 76 | Describe your underwriting process along with the terms and conditions for tax-exempt municipal leasing. | NCL's underwriting process is designed to evaluate each transaction across three key areas: Entity Type, Asset Type, and Credit/Financial Strength of the Borrower. This thorough approach ensures NCL can provide tailored financing solutions that meet the needs of Sourcewell Members efficiently and effectively.<br><br>1. Entity Type:<br><br>Overview: The first step is determining whether the entity qualifies for tax-exempt financing. Entities must possess one of the following powers:<br><br>The power to tax<br>The power to police<br>The power of eminent domain<br><br>Nonprofit Exception: Nonprofits may qualify if they secure a sponsor that possesses one of the above powers.<br><br>Non-Tax-Exempt Programs: Entities that do not qualify for tax-exempt leasing and do not have a sponsor can utilize NCL's Non-Tax-Exempt Programs, including the Fair Market Value Lease,<br><br>TRAC Lease, or Equipment Finance Agreements.<br><br>2. Asset Type:<br><br>Overview: NCL evaluates the essential use of the asset being financed. Essential-use assets, such as fire trucks, are crucial to the entity's operations. For non-traditional assets, such as playgrounds or fitness equipment, the asset's importance may be less obvious, requiring a deeper review.<br><br>Non-Appropriation Clause: Most tax-exempt leases include a "non-appropriation" clause, allowing the agency to stop payments if the asset is deemed non-essential during times of financial distress. In such cases, NCL focuses on finding credit-enhancing strategies to approve transactions for non-essential or non-traditional assets, particularly when the financial strength of the borrower may not fully support the request. This ensures that even less obvious assets have a path to approval.<br><br>Approval Flexibility: NCL has not declined a public entity transaction and always seeks a solution to approve financing. Declines are rare and occur mainly in the nonprofit sector.<br><br>3. Credit/Financial Strength:<br><br>Willingness to Pay: NCL evaluates an entity's payment history using credit reporting agencies such as Dun & Bradstreet, ensuring that the applicant has a track record of meeting financial obligations.<br><br>Ability to Pay: NCL analyzes the entity's financial statements for cash flow and general fund balance, ensuring they have sufficient funds to cover additional debt service. If a positive bond rating exists from Moody's or Standard & Poor's, this may expedite the approval process.<br><br>Underwriting Process:<br><br>The process begins with NCL receiving a signed proposal and lease/finance application. The Financial Analyst will then access the agency's financial statements, either online or by contacting the agency directly.<br><br>Bond Rating: A positive bond rating can result in immediate approval, bypassing a detailed financial analysis.<br><br>Hands-Off for Sourcewell Vendors: NCL takes responsibility for the entire underwriting process, requiring no involvement from Sourcewell Vendor Sales Teams.<br><br>Turnaround Times (Key Performance Indicator Goals):<br><br>Up to $100K: 4 hours<br>$100K to $500K: 24 hours<br>$500K and above: 48 hours<br><br>NCL's underwriting process is designed to be efficient, thorough, and solutions oriented. By focusing on flexibility and providing credit-enhancing strategies, NCL ensures Sourcewell members receive timely approvals for essential projects and non-traditional asset financing. |

| | | | |
|---|---|---|---|
| 77 | Describe any minimum or maximum transaction sizes, for each asset type or for the entire portfolio, that you offer for tax-exempt municipal leasing, excluding those already specified in Table 8B. | As provided in the rate tables, located in the document uploads (FOLDER: PRICING ATTCHMENTS #1&2), NCL offers Tax Exempt Municipal Leases on transactions ranging from $1,500 with no upper limit. To date, the largest funded transaction is $17 million, with a $28 million transaction expected to be funded in the final quarter of 2024. This flexibility ensures that Sourcewell members can access tax-exempt financing for both small-scale and large-scale projects. | * |
| 78 | Provide an example of an innovative Solution or approach your firm implemented in a tax-exempt municipal leasing project that resulted in significant benefits for the client. | NCL was approached by a Sourcewell Vendor working with the Washington County 911 Dispatch Center, which faced a critical situation. The Dispatch Center's communications system was outdated, non-compliant with state regulations, and its operation was at risk of shutting down. This posed a significant threat to public safety, as the Dispatch Center's closure would leave the area without emergency response coordination until an alternative solution was found.<br><br>Adding to their challenges, the Dispatch Center carried an outstanding $850,000 loan for outdated equipment. The loan's escalating payments were consuming a large portion of the Center's limited budget, which was solely funded by a portion of state sales tax revenue. Although the Center appeared to be part of the county, it was a Political Subdivision of the State, meaning the county had no obligation to support its financial needs. The Dispatch Center was, in effect, on its own.<br><br>The Challenge:<br><br>The Dispatch Center needed:<br><br>A financing term of at least 25 years, which is atypically long for technology-related assets.<br><br>A solution to consolidate their existing loan to free up room in their budget for the new communications system.<br><br>NCL's Innovative Solution:<br><br>NCL proposed a Ground Lease—an innovative financing structure that provided additional security by giving NCL a lien on the Center's building and ground assets. This approach enabled NCL to offer a 25-year financing term, long enough to ensure the payments were manageable within the Center's current and projected budgets. By consolidating the existing loan into the new financing, NCL eliminated the burden of escalating payments, ensuring the Dispatch Center had a stable and predictable payment schedule.<br><br>The Result:<br><br>NCL's solution allowed Washington County 911 Dispatch Center to:<br><br>Remain operational and avoid the risk of closure, ensuring continued public safety services.<br><br>Comply with state standards by upgrading to a state-of-the-art communications system.<br><br>Reduce financial stress through a level payment structure that aligned with future sales tax revenue projections.<br><br>This innovative approach not only saved the Dispatch Center from closure but also provided a long-term solution that fit their financial constraints, showcasing NCL's determination and ability to tailor solutions for complex situations. | * |

### Table 8B: Depth and Breadth of Offered Solutions - Leasing Asset Type or Application

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Tax-Exempt Municipal Leasing Asset Type or Application | Leasing Offered * | Percentage of Overall Tax-Exempt Municipal Leasing Business * | Number of Closed Transactions for the Past Three (3) Years * | Smallest Closed Transaction Size for the Past Three (3) Years * | Largest Closed Transaction Size for the Past Three (3) Years * | |
|---|---|---|---|---|---|---|---|
| 79 | Office Furniture | (•) Yes ( ) No | .2% | 1 | $400,000 | $400,000 | * |
| 80 | Office Equipment | (•) Yes ( ) No | 2.8% | 213 | $1,957 | $988,724 | * |
| 81 | Technology Software and Licenses | (•) Yes ( ) No | 2.1% | 220 | $587 | $729,784 | * |
| 82 | Technology Hardware | (•) Yes ( ) No | 2.1% | 7 | $34,635 | $2,432,615 | * |
| 83 | Fleet Vehicles | (•) Yes ( ) No | 42% | 175 | $15,000 | $10,185,430 | * |
| 84 | Fleet Equipment | (•) Yes ( ) No | 39% | 193 | $12,359 | $10,012,699 | * |
| 85 | Facility Systems | (•) Yes ( ) No | .8% | 4 | $15,281 | $498,306 | * |
| 86 | Facility Improvements | (•) Yes ( ) No | 11% | 32 | $13,745 | $5,000,000 | * |

### Table 8C: Depth and Breadth of Offered Solutions - Transactions and Volume by State

Indicate below the total number of closed transactions and their volume from the past three (3) years. Provide additional comments in the text box provided, as necessary.

| Line Item | State | Number of Closed Transactions for the Past Three (3) Years * | Closed Transaction Volume for the Past Three (3) Years * | |
|---|---|---|---|---|
| 87 | Alabama | 72 | $32,914,669.43 | * |
| 88 | Alaska | 3 | $545,767.94 | * |
| 89 | Arizona | 5 | $2,663,864.69 | * |
| 90 | Arkansas | 1 | $62,631.90 | * |
| 91 | California | 50 | $6,830,549.92 | * |
| 92 | Colorado | 24 | $2,506,727.22 | * |
| 93 | Connecticut | 13 | $2,936,268.51 | * |
| 94 | Delaware | 0 | $0.00 | * |
| 95 | District of Columbia (DC) | 2 | $1,041,112.54 | * |
| 96 | Florida | 20 | $12,717,388.48 | * |
| 97 | Georgia | 6 | $2,200,085.85 | * |
| 98 | Hawaii | 15 | $76,819.23 | * |
| 99 | Idaho | 6 | $6,292,268.72 | * |
| 100 | Illinois | 40 | $6,867,774.37 | * |
| 101 | Indiana | 3 | $824,642.32 | * |
| 102 | Iowa | 5 | $693,547.20 | * |
| 103 | Kansas | 16 | $5,976,886.20 | * |
| 104 | Kentucky | 7 | $1,036,933.55 | * |
| 105 | Louisiana | 5 | $549,402.00 | * |
| 106 | Maine | 3 | $739,535.93 | * |
| 107 | Maryland | 26 | $487,861.22 | * |
| 108 | Massachusetts | 3 | $352,452.38 | * |
| 109 | Michigan | 15 | $2,729,628.74 | * |
| 110 | Minnesota | 27 | $10,073,013.57 | * |

| | | | | |
|---|---|---|---|---|
| 111 | Mississippi | 1 | $115,828.00 | * |
| 112 | Missouri | 18 | $2,144,294.11 | * |
| 113 | Montana | 9 | $2,365,562.20 | * |
| 114 | Nebraska | 14 | $2,404,412.43 | * |
| 115 | Nevada | 1 | $112,400.73 | * |
| 116 | New Hampshire | 1 | $387,387 | * |
| 117 | New Jersey | 46 | $27,687,006.04 | * |
| 118 | New Mexico | 2 | $217,724.31 | * |
| 119 | New York | 51 | $11,055,979.85 | * |
| 120 | North Carolina | 8 | $2,343,285.47 | * |
| 121 | North Dakota | 1 | $164,621.00 | * |
| 122 | Ohio | 24 | $5,088,050.05 | * |
| 123 | Oklahoma | 5 | $2,014,300.72 | * |
| 124 | Oregon | 9 | $6,524,107.52 | * |
| 125 | Pennsylvania | 14 | $3,945,693.52 | * |
| 126 | Rhode Island | 2 | $60,464.33 | * |
| 127 | South Carolina | 6 | $5,205,165.87 | * |
| 128 | South Dakota | 6 | $1,202,677.50 | * |
| 129 | Tennessee | 6 | $2,264,305.76 | * |
| 130 | Texas | 309 | $10,587,294.26 | * |
| 131 | Utah | 1 | $90,364.25 | * |
| 132 | Vermont | 4 | $630,878.00 | * |
| 133 | Virginia | 5 | $1,335,782.08 | * |
| 134 | Washington | 74 | $2,899,805.30 | * |
| 135 | West Virginia | 6 | $823,010.37 | * |
| 136 | Wisconsin | 10 | $1,382,407.50 | * |
| 137 | Wyoming | 5 | $894,396.38 | * |
| 138 | Canada | 0 | $0.00 | * |

### Table 9: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 139.** **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ○ Yes<br>◉ No |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing.zip - Tuesday September 24, 2024 10:17:44
- Financial Strength and Stability - Financial Stability.zip - Tuesday September 24, 2024 10:17:56
- Marketing Plan/Samples - Marketing.zip - Tuesday September 24, 2024 10:18:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sample Documents.zip - Tuesday September 24, 2024 10:18:44
- Requested Exceptions (optional)
- Upload Additional Document - References and Case Studies.zip - Tuesday September 24, 2024 10:18:55

## Addenda, Terms and Conditions

**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christopher Canavati, Secretary/Treasurer, Lease Servicing Center, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_1_Tax-Exempt_Municipal_Leasing_RFP092424**<br>Wed August 14 2024 02:39 PM | ☑ | 1 |

Docusign Envelope ID: 41DD8BD9-B84A-4450-952C-FC4CDF471B6C

**SOURCEWELL**
**STATE OF MINNESOTA**

Member Kicker moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**7/16/2024**

**Resolution No. 2024_23**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Zylka, Thiel, Barrows, Arts, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E7EAD4CF...

**Clerk to the Board of Directors**

**APPENDIX A**

**SOURCEWELL PROCUREMENT DEPARTMENT**
**BOARD ITEMS - July 2024**

**CONSENT AGENDA ITEMS**

| **Requesting Board permission to Solicit the following categories:** |
|---|
| Risk Management, Employee Benefits, and Insurance Consulting Services |
| |
| |

| **Requesting Board permission to Re-Solicit the following categories:** |
|---|
| After Market Parts and Supplies |
| Body Armor with Related Accessories, Equipment, and Services |
| Tax Exempt Municipal Leasing with Related Services |
| Indefinite Delivery Indefinite Quantity - Florida |

**CONSENT AGENDA ITEMS**

**Contract Extensions**

| **Supplier Name** | **Contract Number** | **Solicitation Title** |
|---|---|---|
| Multiforce Systems | 092920-MTF | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Gilbarco | 092920-GVR | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Syn-tech Systems | 092920-SYS | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| E.J. Ward | 092920-EJW | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| JF Petroleum Group | 092920-JFA | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Western Global | 092920-WST | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Graco | 092920-GRC | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| NAPA | 032521-GPC | *"Aftermarket Vehicle Parts and Supplies"* |
| Peterbilt | 060920-PMC | *"Class 4-8 Chassis with Related Equipment, Accessories and Services"* |
| Shaw Integrated and Turf Solutions | 080819-SII | *"Flooring Materials with Related Supplies and Services"* |

**New Contracts**

| **Supplier Name** | **Contract Number** | **Solicitation Title** |
|---|---|---|
| TK Elevator Corporation | 050224-TKE | *"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"* |
| Schindler Elevator Corporation | 050224-SCH | *"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"* |
| Transel Elevator & Electric, Inc. | 050224-TRL | *"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"* |
| National Auto Fleet Group | 032824-NAF | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Truckcorp, LLC | 032824-TRK | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Olathe Ford Sales | 032824-OLA | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Navistar | 032824-NVS | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Nikola Corporation | 032824-NKA | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Peterbilt Motors Company | 032824-PMC | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Kenworth Truck Company | 032824-KTC | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| The Lion Electric Company/Lion Buses, Inc. | 032824-LON | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Electric Vehicle Conversions | 032824-ELV | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Roundtrip EV Solutions | 032824-RDT | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Certified Stainless Service dba West-Mark | 032824-CER | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Rush Truck Centers of Texas/Rush Enterprises | 032824-RTG | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Workhorse Technologies | 032824-WKH | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |

| | | |
|---|---|---|
| Daimler Trucks North America | 032824-DAI | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Battle Motors | 032824-CRN | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Autocar Truck/Autocar Industries | 032824-ATC | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| Mack Trucks | 032824-MAK | *"Class 4-8 Chassis and Cabs with Related Equipment and Services"* |
| **NEW IDIQ CONTRACTS** | | |
| **Company Name** | **Contract Number** | **Region - Type of Work** |
| none | | |
| **Company Name** | **Contract Number** | |
| **IDIQ CONTRACT EXTENSIONS** | | |
| Adrian L. Merton, Inc. | MD-R5-HVAC02-052621-ALM | |
| Skyline Roofing, Inc. | MD-R1-RW01-052621-SKY | |
| Skyline Roofing, Inc. | MD-R2-RW01-052621-SKY | |
| Skyline Roofing, Inc. | MD-R3-RW01-052621-SKY | |
| Vigil Contracting, Inc. | MD-R2-GC01-052621-VGL | |
| Centennial Contractors Enterprises, Inc. | MD-R6-GC04-052621-CCE | |
| Centennial Contractors Enterprises, Inc. | MD-R5-GC04-052621-CCE | |
| S-Works Construction Corporation | MD-R4-GC04-052621-SWC | |
| Paige Industrial Services, Inc. | MD-R6-GC03-052621-PAI | |
| Paige Industrial Services, Inc. | MD-R3-GC03-052621-PAI | |
| Paige Industrial Services, Inc. | MD-R3-E02-052621-PAI | |
| Paige Industrial Services, Inc. | MD-R3-RW02-052621-PAI | |
| Paige Industrial Services, Inc. | MD-R6-HVAC02-052621-PAI | |
| Paige Industrial Services, Inc. | MD-R5-RW02-052621-PAI | |
| Paige Industrial Services, Inc. | MD-R6-RW02-052621-PAI | |
| Adrian L. Merton, Inc. | MD-R4-HVAC02-052621-ALM | |
| Paige Industrial Services, Inc. | MD-R6-PAC02-052621-PAI | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | MD-R1-GC02-052621-FHP | |
| Skyline Roofing, Inc. | MD-R5-RW01-052621-SKY | |
| Vigil Contracting, Inc. | MD-R4-E02-052621-VGL | |
| S-Works Construction Corporation | MD-R2-GC03-052621-SWC | |
| Vigil Contracting, Inc. | MD-R4-GC01-052621-VGL | |
| Vigil Contracting, Inc. | MD-R2-HVAC01-052621-VGL | |
| Vigil Contracting, Inc. | MD-R6-E02-052621-VGL | |
| Nichols Contracting, Inc. | MD-R5-GC01-052621-NIC | |
| Adrian L. Merton, Inc. | MD-R3-HVAC02-052621-ALM | |
| Vigil Contracting, Inc. | MD-R5-E02-052621-VGL | |
| Centennial Contractors Enterprises, Inc. | MD-R3-GC02-052621-CCE | |
| Paige Industrial Services, Inc. | MD-R3-PAC01-052621-PAI | |
| Paige Industrial Services, Inc. | MD-R5-PAC02-052621-PAI | |
| Adrian L. Merton, Inc. | MD-R2-HVAC02-052621-ALM | |
| Centennial Contractors Enterprises, Inc. | MD-R4-GC02-052621-CCE | |
| Johnson-Laux Construction, LLC | MD-R1-GC04-052621-JLC | |
| Centennial Contractors Enterprises, Inc. | MD-R1-GC03-052621-CCE | |
| Step 1 Enterprises, LLC | MD-R1-GC01-052621-S1E | |
| Vigil Contracting, Inc. | MD-R5-GC02-052621-VGL | |
| The Matthews Group | MD-R2-GC04-052621-TMG | |
| Vigil Contracting, Inc. | MD-R3-GC04-052621-VGL | |
| Vigil Contracting, Inc. | MD-R3-HVAC01-052621-VGL | |
| Nichols Contracting, Inc. | MD-R3-GC01-052621-NIC | |
| Vigil Contracting, Inc. | MD-R5-HVAC01-052621-VGL | |
| Vigil Contracting, Inc. | MD-R2-E02-052621-VGL | |
| Paige Industrial Services, Inc. | MD-R5-GC03-052621-PAI | |
| Vigil Contracting, Inc. | MD-R6-GC01-052621-VGL | |
| Vigil Contracting, Inc. | MD-R6-HVAC01-052621-VGL | |
| Vigil Contracting, Inc. | MD-R4-HVAC01-052621-VGL | |
| Mans Construction Company | NM-R1-E-060222-MCO | |
| National Roofing Company, Inc. | NM-R1-R-060222-NRC | |
| National Roofing Company, Inc. | NM-R2-R-060222-NRC | |
| National Roofing Company, Inc. | NM-R5-R-060222-NRC | |

| | | |
|---|---|---|
| Mans Construction Company | NM-R4-R-060222-MCO | |
| Ross Wes Electrical Services | NM-R5-E-060222-RWE | |
| Junior Builders | NM-R4-GC-060222-JUB | |
| Junior Builders | NM-R4-P-060222-JUB | |
| Junior Builders | NM-R3-GC-060222-JUB | |
| Junior Builders | NM-R3-P-060222-JUB | |
| HB Construction, Inc. | NM-R5-GC-060222-HCO | |
| GM Builders, Inc. | NM-R5-GC-060222-GMB | |
| GM Builders, Inc. | NM-R2-GC-060222-GMB | |
| Mans Construction Company | NM-R4-E-060222-MCO | |
| Mans Construction Company | NM-R5-R-060222-MCO | |
| White Sands Construction Inc. | NM-R5-GC-060222-WSC | |
| GM Builders, Inc. | NM-R5-R-060222-GMB | |
| National Construction, Inc. | NM-R4-GC-060222-NCI | |
| Jim Sena Construction Co., Inc. | NM-R3-GC-060222-JSC | |
| GM Builders, Inc. | NM-R2-R-060222-GMB | |
| GM Builders, Inc. | NM-R3-R-060222-GMB | |
| WWRC, Inc. | NM-R3-P-060222-WRI | |
| Jim Sena Construction Co., Inc. | NM-R3-R-060222-JSC | |
| WWRC, Inc. | NM-R2-HVAC-060222-WRI | |
| GM Builders, Inc. | NM-R1-R-060222-GMB | |
| HB Construction, Inc. | NM-R1-GC-060222-HCO | |
| WWRC, Inc. | NM-R3-R-060222-WRI | |
| WWRC, Inc. | NM-R4-GC-060222-WRI | |
| WWRC, Inc. | NM-R4-P-060222-WRI | |
| WWRC, Inc. | NM-R4-R-060222-WRI | |
| Jim Sena Construction Co., Inc. | NM-R4-R-060222-JSC | |
| GM Builders, Inc. | NM-R4-R-060222-GMB | |
| HB Construction, Inc. | NM-R2-GC-060222-HCO | |
| Ross Wes Electrical Services | NM-R1-E-060222-RWE | |
| WWRC, Inc. | NM-R3-HVAC-060222-WRI | |
| Jim Sena Construction Co., Inc. | NM-R4-GC-060222-JSC | |
| Mans Construction Company | NM-R5-E-060222-MCO | |
| Consolidated Builders of NM | NM-R3-GC-060222-COB | |
| Consolidated Builders of NM | NM-R4-GC-060222-COB | |
| CORE Construction Services of Texas, Inc. | NM-R5-GC-060222-CCT | |
| DKG & Associates, Inc. | NM-R2-R-060222-DKG | |
| Ross Wes Electrical Services | NM-R2-E-060222-RWE | |
| GM Builders, Inc. | NM-R1-GC-060222-GMB | |
| Dallago Corporation | NM-R1-P-060222-DCO | |
| CORE Construction Services of Texas, Inc. | NM-R1-GC-060222-CCT | |
| Dallago Corporation | NM-R1-HVAC-060222-DCO | |
| DKG & Associates, Inc. | NM-R4-R-060222-DKG | |
| DKG & Associates, Inc. | NM-R5-R-060222-DKG | |
| Consolidated Builders of NM | NM-R1-GC-060222-COB | |
| Consolidated Builders of NM | NM-R2-GC-060222-COB | |
| CORE Construction Services of Texas, Inc. | NM-R2-GC-060222-CCT | |
| Mans Construction Company | NM-R3-E-060222-MCO | |
| WWRC, Inc. | NM-R4-HVAC-060222-WRI | |
| Mans Construction Company | NM-R1-GC-060222-MCO | |
| Mans Construction Company | NM-R2-E-060222-MCO | |
| Consolidated Builders of NM | NM-R5-GC-060222-COB | |
| DKG & Associates, Inc. | NM-R1-R-060222-DKG | |
| Smith Roofing, Inc. | NM-R5-R-060222-SMR | |
| WWRC, Inc. | NM-R2-GC-060222-WRI | |
| WWRC, Inc. | NM-R2-P-060222-WRI | |
| WWRC, Inc. | NM-R2-R-060222-WRI | |
| Triton Services, Inc. | KY-NC-HVAC01-062420-TRS | |
| The Lusk Group | KY-NC-GC05-062420-LMC | |
| The Lusk Group | KY-E-GC03-062420-LMC | |
| Place Services, Inc. | KY-W-GC01-062420-PLS | |
| Place Services, Inc. | KY-E-E01-062420-PLS | |
| The Lusk Group | KY-W-HVAC01-062420-LMC | |
| The Lusk Group | KY-NC-HVAC02-062420-LMC | |
| The Lusk Group | KY-NC-E02-062420-LMC | |
| The Lusk Group | KY-W-RW01-062420-LMC | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | KY-NC-GC04-062420-FHP | |

| | | |
|---|---|---|
| F.H. Paschen, S.N. Nielsen & Associates, LLC | KY-W-GC02-062420-FHP | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | KY-E-GC02-062420-FHP | |
| The Lusk Group | KY-W-E02-062420-LMC | |
| Tecta America Corp | KY-W-RW02-062420-TEA | |
| Place Services, Inc. | KY-NC-GC03-062420-PLS | |
| Place Services, Inc. | KY-NC-E01-062420-PLS | |
| Tecta America Corp | KY-NC-RW02-062420-TEA | |
| Tecta America Corp | KY-E-RW02-062420-TEA | |
| The Lusk Group | KY-NC-RW01-062420-LMC | |
| The Lusk Group | KY-W-GC03-062420-LMC | |
| The Lusk Group | KY-E-HVAC01-062420-LMC | |
| The Lusk Group | KY-E-E02-062420-LMC | |
| Place Services, Inc. | KY-E-GC01-062420-PLS | |
| Calhoun Construction Services | KY-NC-GC02-062420-CAC | |
| Place Services, Inc. | KY-W-E01-062420-PLS | |
| The Lusk Group | KY-E-RW01-062420-LMC | |
| Triton Services, Inc. | KY-NC-GC01-062420-TRS | |

Docusign Envelope ID: FB7C14D6-90D1-44B9-9D4D-59A831A77463

**SOURCEWELL**
**STATE OF MINNESOTA**

Member Dahlberg moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**12/17/2024**

**Resolution No. 2024_37**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Arts and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Signed by:
Linda Arts
0EF5785E1EAD4CF...

**Clerk to the Board of Directors**

Docusign Envelope ID: FB7C14D6-90D1-44B9-9D4D-59A831A77463

**APPENDIX A**

**SOURCEWELL PROCUREMENT DEPARTMENT**
**BOARD ITEMS - December 2024**

CONSENT AGENDA ITEMS

**Requesting Board permission to Solicit the following categories:**

| |
|---|
| Passenger and Crowd Flow Management Solutions and Related Products |

**Requesting Board permission to Re-Solicit the following categories:**

| |
|---|
| Indefinite Delivery Indefinite Quantity - Washington D.C. |
| Indefinite Delivery Indefinite Quantity - Marylanc |
| Facilities Maintenance Services |
| Public Safety Software |
| Fleet Payment Solutions with Related Services |

CONSENT AGENDA ITEMS

**NEW CONTRACTS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| Ford Motor Company | 080124-FMC | *"OEM Vehicle Parts and Supplies"* |
| General Motors Customer Care & Aftersales / General Motors, LLC | 080124-GNL | *"OEM Vehicle Parts and Supplies"* |
| Navistar, Inc. dba Fleet Charge | 080124-NVS | *"OEM Vehicle Parts and Supplies"* |
| PACCAR Parts (Division of PACCAR Inc.) | 080124-PCP | *"OEM Vehicle Parts and Supplies"* |
| PAI Holdco, Inc. | 080124-PAH | *"OEM Vehicle Parts and Supplies"* |
| Textron/E-Z Go, LLC | 091024-JCS | *"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"* |
| Polaris Sales, Inc. | 091024-PSI | *"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"* |
| Westward Industries Ltd. | 091024-WWI | *"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"* |
| Yamaha Golf Car Company | 091024-YGC | *"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"* |
| Waev, Inc. | 091024-WVE | *"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"* |
| Motrec International, Inc. | 091024-MTR | *"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"* |
| Club Car, LLC | 091024-CCR | *"Utility, Transport, Golf and Recreation Vehicles wih Related Accessories, Equipment and Services"* |
| Lease Servicing Center,Inc.,/NCL Government Capital | 092424-NCL | *"Tax Exempt Municipal Leasing with Related Services"* |
| Community First National Bank | 092424-CFB | *"Tax Exempt Municipal Leasing with Related Services'* |
| Titan Chemical Transfer Solutions, LLC dba Blue1 Energy Equipment | 081524-TAN | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| E.J. Ward | 081524-EJW | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Core Engineered Solutions, Inc. | 081524-CES | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Acterra Group, LLC | 081524-ACR | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| JF Acquisition, LLC dba JF Petroleum Group | 081524-JFA | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Western International, Inc. dba Western Global | 081524-WST | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Computrol Fuel Systems, Inc. | 081524-CUL | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| FuelCloud OPCO, LLC | 081524-FUD | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Syn-Tech Systems, Inc. | 081524-SYS | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Dover Fueling Solutions | 081524-DVR | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Gilbarco, Inc. | 081524-GVR | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Pace Solutions Corp. | 091724-PACE | *"Water Treatment Chemicals with Related Supplies, Equipment and Services"* |
| Nachurs Alpine Solutions, LLC | 091724-NACH | *"Water Treatment Chemicals with Related Supplies, Equipment and Services"* |
| Great Water Holdings, LLC dba Great Water Tech, LLC | 091724-GRWT | *"Water Treatment Chemicals with Related Supplies, Equipment and Services"* |
| Xylem Vue, Inc. | 091724-XYLE | *"Water Treatment Chemicals with Related Supplies, Equipment and Services"* |

Docusign Envelope ID: FB7C14D6-90D1-44B9-9D4D-59A831A77463



| | | |
|---|---|---|
| MANCON, LLC | 090624-MAN | *"Vendor Managed Inventory Logistics Management Solutions for Fleet and Facilitites"* |
| Genuine Parts Co. dba NAPA Integrated Business Solutions | 090624-GPC | *"Vendor Managed Inventory Logistics Management Solutions for Fleet and Facilitites"* |
| **CONTRACT EXTENSIONS** | | |
| **Supplier Name** | **Contract Number** | **Solicitation Title** |
| Factory Motor Parts | 101520-FMP | *"OEM Automotive Parts and Supplies'* |
| Routeware, Inc. | 041521-RCS | *"Plastic Refuse and Recycling Containers with Related Technology Solutions"* |
| Wastetech Corp. | 020221-RUB | *"Fleet Management Technologies with Related Software Solutions"* |
| MANCON, LLC | 110520-MAN | *"Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions"* |
| Tyco Integrated Security, LLC | 030421-TIS | *"Facility Security Systems, Equipment and Software with Related Services"* |
| **NEW IDIQ CONTRACTS** | | |
| **Company Name** | **Contract Number** | **Region - Type of Work** |
| American Forza Construction, LLC | FL-R1-CC-092524-AFC | Region 1-Civil/Site Work |
| American Forza Construction, LLC | FL-R2-CC-092524-AFC | Region 2-Civil/Site Work |
| American Forza Construction, LLC | FL-R3-CC-092524-AFC | Region 3-Civil/Site Work |
| American Forza Construction, LLC | FL-R4-CC-092524-AFC | Region 4-Civil/Site Work |
| American Forza Construction, LLC | FL-R5-CC-092524-AFC | Region 5-Civil/Site Work |
| American Forza Construction, LLC | FL-R6-CC-092524-AFC | Region 6-Civil/Site Work |
| American Forza Construction, LLC | FL-R7-CC-092524-AFC | Region 7-Civil/Site Work |
| Apollo Construction & Engineering Services, Inc. | FL-R1-CC-092524-APO | Region 1-Civil/Site Work |
| Apollo Construction & Engineering Services, Inc. | FL-R2-CC-092524-APO | Region 2-Civil/Site Work |
| Apollo Construction & Engineering Services, Inc. | FL-R3-CC-092524-APO | Region 3-Civil/Site Work |
| Apollo Construction & Engineering Services, Inc. | FL-R4-CC-092524-APO | Region 4-Civil/Site Work |
| Apollo Construction & Engineering Services, Inc. | FL-R5-CC-092524-APO | Region 5-Civil/Site Work |
| Apollo Construction & Engineering Services, Inc. | FL-R6-CC-092524-APO | Region 6-Civil/Site Work |
| Apollo Construction & Engineering Services, Inc. | FL-R7-CC-092524-APO | Region 7-Civil/Site Work |
| Caladesi Construction Co | FL-R4-CC-092524-CAL | Region 4-Civil/Site Work |
| Clayton Contracting of SWFL, LLC | FL-R5-CC-092524-CCFL | Region 5-Civil/Site Work |
| David Mancini and Sons, Inc. | FL-R1-CC-092524-DMS | Region 1-Civil/Site Work |
| David Mancini and Sons, Inc. | FL-R2-CC-092524-DMS | Region 2-Civil/Site Work |
| David Mancini and Sons, Inc. | FL-R3-CC-092524-DMS | Region 3-Civil/Site Work |
| David Mancini and Sons, Inc. | FL-R4-CC-092524-DMS | Region 4-Civil/Site Work |
| David Mancini and Sons, Inc. | FL-R5-CC-092524-DMS | Region 5-Civil/Site Work |
| David Mancini and Sons, Inc. | FL-R6-CC-092524-DMS | Region 6-Civil/Site Work |
| David Mancini and Sons, Inc. | FL-R7-CC-092524-DMS | Region 7-Civil/Site Work |
| Dynamics Group, Inc. | FL-R3-CC-092524-DGI | Region 3-Civil/Site Work |
| Dynamics Group, Inc. | FL-R4-CC-092524-DGI | Region 4-Civil/Site Work |
| Florida Engineering and Development Corporation | FL-R6-CC-092524-FEDC | Region 6-Civil/Site Work |
| Florida Engineering and Development Corporation | FL-R7-CC-092524-FEDC | Region 7-Civil/Site Work |
| Griffin Civil Construction, LLC | FL-R3-CC-092524-GRIF | Region 3-Civil/Site Work |
| Griffin Civil Construction, LLC | FL-R4-CC-092524-GRIF | Region 4-Civil/Site Work |
| Harbour Construction, Inc. | FL-R6-CC-092524-HBC | Region 6-Civil/Site Work |
| Harbour Construction, Inc. | FL-R7-CC-092524-HBC | Region 7-Civil/Site Work |
| Advanced Roofing, Inc. | FL-R1-E-092524-ADR | Region 1-Electrical |
| Advanced Roofing, Inc. | FL-R2-E-092524-ADR | Region 2-Electrical |
| Advanced Roofing, Inc. | FL-R3-E-092524-ADR | Region 3-Electrical |
| Apollo Construction & Engineering Services, Inc. | FL-R1-E-092524-APO | Region 1-Electrical |
| Apollo Construction & Engineering Services, Inc. | FL-R2-E-092524-APO | Region 2-Electrical |
| Apollo Construction & Engineering Services, Inc. | FL-R3-E-092524-APO | Region 3-Electrical |
| Apollo Construction & Engineering Services, Inc. | FL-R4-E-092524-APO | Region 4-Electrical |
| Apollo Construction & Engineering Services, Inc. | FL-R5-E-092524-APO | Region 5-Electrical |
| Apollo Construction & Engineering Services, Inc. | FL-R6-E-092524-APO | Region 6-Electrical |
| Apollo Construction & Engineering Services, Inc. | FL-R7-E-092524-APO | Region 7-Electrical |
| Clayton Contracting of SWFL, LLC | FL-R5-E-092524-CCFL | Region 5-Electrical |
| DAN ENTERPRISES TEAM, LLC | FL-R6-E-092524-DAN | Region 6-Electrical |
| DAN ENTERPRISES TEAM, LLC | FL-R7-E-092524-DAN | Region 7-Electrical |
| Integrated Fire & Security Solutions Inc., A Fortis Brand | FL-R1-E-092524-IFS | Region 1-Electrical |
| Integrated Fire & Security Solutions Inc., A Fortis Brand | FL-R2-E-092524-IFS | Region 2-Electrical |
| Integrated Fire & Security Solutions Inc., A Fortis Brand | FL-R3-E-092524-IFS | Region 3-Electrical |
| Integrated Fire & Security Solutions Inc., A Fortis Brand | FL-R4-E-092524-IFS | Region 4-Electrical |
| Integrated Fire & Security Solutions Inc., A Fortis Brand | FL-R5-E-092524-IFS | Region 5-Electrical |

Docusign Envelope ID: FB7C14D6-90D1-44B9-9D4D-59A831A77463



| | | |
|---|---|---|
| Integrated Fire & Security Solutions Inc., A Fortis Brand | FL-R6-E-092524-IFS | Region 6-Electrical |
| Integrated Fire & Security Solutions Inc., A Fortis Brand | FL-R7-E-092524-IFS | Region 7-Electrical |
| Keegan Electric, LLC | FL-R5-E-092524-KEE | Region 5-Electrical |
| Nichols Contracting, Inc. | FL-R2-E-092524-NIC | Region 2-Electrical |
| Nichols Contracting, Inc. | FL-R3-E-092524-NIC | Region 3-Electrical |
| Nichols Contracting, Inc. | FL-R4-E-092524-NIC | Region 4-Electrical |
| Nichols Contracting, Inc. | FL-R5-E-092524-NIC | Region 5-Electrical |
| Nichols Contracting, Inc. | FL-R6-E-092524-NIC | Region 6-Electrical |
| Nichols Contracting, Inc. | FL-R7-E-092524-NIC | Region 7-Electrical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R1-E-092524-QAM | Region 1-Electrical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R2-E-092524-QAM | Region 2-Electrical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R3-E-092524-QAM | Region 3-Electrical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R4-E-092524-QAM | Region 4-Electrical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R5-E-092524-QAM | Region 5-Electrical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R6-E-092524-QAM | Region 6-Electrical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R7-E-092524-QAM | Region 7-Electrical |
| Advanced Roofing, Inc. | FL-R1-GC-092524-ADR | Region 1-General Construction |
| Advanced Roofing, Inc. | FL-R2-GC-092524-ADR | Region 2-General Construction |
| Advanced Roofing, Inc. | FL-R3-GC-092524-ADR | Region 3-General Construction |
| American Forza Construction, LLC | FL-R7-GC-092524-AFC | Region 7-General Construction |
| Apollo Construction & Engineering Services, Inc. | FL-R1-GC-092524-APO | Region 1-General Construction |
| Apollo Construction & Engineering Services, Inc. | FL-R2-GC-092524-APO | Region 2-General Construction |
| Apollo Construction & Engineering Services, Inc. | FL-R4-GC-092524-APO | Region 4-General Construction |
| Apollo Construction & Engineering Services, Inc. | FL-R7-GC-092524-APO | Region 7-General Construction |
| BDI Construction Company | FL-R7-GC-092524-BDI | Region 7-General Construction |
| BEAR Construction Company | FL-R3-GC-092524-BEA | Region 3-General Construction |
| BEAR Construction Company | FL-R4-GC-092524-BEA | Region 4-General Construction |
| BEAR Construction Company | FL-R5-GC-092524-BEA | Region 5-General Construction |
| BEAR Construction Company | FL-R6-GC-092524-BEA | Region 6-General Construction |
| Centennial Contractors Enterprises | FL-R2-GC-092524-CCE | Region 2-General Construction |
| Clayton Contracting of SWFL, LLC | FL-R1-GC-092524-CCFL | Region 1-General Construction |
| Clayton Contracting of SWFL, LLC | FL-R2-GC-092524-CCFL | Region 2-General Construction |
| Clayton Contracting of SWFL, LLC | FL-R7-GC-092524-CCFL | Region 7-General Construction |
| Commercial Interiors, Inc. DBA CII Contracting | FL-R2-GC-092524-CII | Region 2-General Construction |
| Commercial Interiors, Inc. DBA CII Contracting | FL-R3-GC-092524-CII | Region 3-General Construction |
| Commercial Interiors, Inc. DBA CII Contracting | FL-R4-GC-092524-CII | Region 4-General Construction |
| Commercial Interiors, Inc. DBA CII Contracting | FL-R5-GC-092524-CII | Region 5-General Construction |
| DAN ENTERPRISES TEAM, LLC | FL-R6-GC-092524-DAN | Region 6-General Construction |
| DAN ENTERPRISES TEAM, LLC | FL-R7-GC-092524-DAN | Region 7-General Construction |
| David Mancini and Sons, Inc. | FL-R1-GC-092524-DMS | Region 1-General Construction |
| David Mancini and Sons, Inc. | FL-R7-GC-092524-DMS | Region 7-General Construction |
| Dynamics Group, Inc. | FL-R3-GC-092524-DGI | Region 3-General Construction |
| EPIC Consultants, Inc. | FL-R7-GC-092524-EPIC | Region 7-General Construction |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | FL-R1-GC-092524-FHP | Region 1-General Construction |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | FL-R2-GC-092524-FHP | Region 2-General Construction |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | FL-R3-GC-092524-FHP | Region 3-General Construction |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | FL-R4-GC-092524-FHP | Region 4-General Construction |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | FL-R5-GC-092524-FHP | Region 5-General Construction |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | FL-R6-GC-092524-FHP | Region 6-General Construction |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | FL-R7-GC-092524-FHP | Region 7-General Construction |
| Florida Engineering and Development Corporation | FL-R6-GC-092524-FEDC | Region 6-General Construction |
| Florida Engineering and Development Corporation | FL-R7-GC-092524-FEDC | Region 7-General Construction |
| Harbour Construction, Inc. | FL-R6-GC-092524-HBC | Region 6-General Construction |
| Harbour Construction, Inc. | FL-R7-GC-092524-HBC | Region 7-General Construction |
| Jewel of the South, Inc. | FL-R1-GC-092524-JOS | Region 1-General Construction |
| Jewel of the South, Inc. | FL-R2-GC-092524-JOS | Region 2-General Construction |
| Jewel of the South, Inc. | FL-R3-GC-092524-JOS | Region 3-General Construction |
| Jewel of the South, Inc. | FL-R4-GC-092524-JOS | Region 4-General Construction |
| Jewel of the South, Inc. | FL-R5-GC-092524-JOS | Region 5-General Construction |
| Jewel of the South, Inc. | FL-R6-GC-092524-JOS | Region 6-General Construction |

Docusign Envelope ID: FB7C14D6-90D1-44B9-9D4D-59A831A77463



| | | |
|---|---|---|
| Jewel of the South, Inc. | FL-R7-GC-092524-JOS | Region 7-General Construction |
| Johnson-Laux Construction, LLC | FL-R1-GC-092524-JLC | Region 1-General Construction |
| Johnson-Laux Construction, LLC | FL-R2-GC-092524-JLC | Region 2-General Construction |
| Johnson-Laux Construction, LLC | FL-R3-GC-092524-JLC | Region 3-General Construction |
| Johnson-Laux Construction, LLC | FL-R4-GC-092524-JLC | Region 4-General Construction |
| Johnson-Laux Construction, LLC | FL-R5-GC-092524-JLC | Region 5-General Construction |
| Johnson-Laux Construction, LLC | FL-R7-GC-092524-JLC | Region 7-General Construction |
| LEE Construction Group, Inc. | FL-R3-GC-092524-LCI | Region 3-General Construction |
| LEE Construction Group, Inc. | FL-R4-GC-092524-LCI | Region 4-General Construction |
| LEE Construction Group, Inc. | FL-R5-GC-092524-LCI | Region 5-General Construction |
| LEE Construction Group, Inc. | FL-R6-GC-092524-LCI | Region 6-General Construction |
| LEE Construction Group, Inc. | FL-R7-GC-092524-LCI | Region 7-General Construction |
| Leopardo Construction | FL-R1-GC-092524-LEO | Region 1-General Construction |
| Leopardo Construction | FL-R2-GC-092524-LEO | Region 2-General Construction |
| Leopardo Construction | FL-R3-GC-092524-LEO | Region 3-General Construction |
| Leopardo Construction | FL-R4-GC-092524-LEO | Region 4-General Construction |
| Leopardo Construction | FL-R5-GC-092524-LEO | Region 5-General Construction |
| Leopardo Construction | FL-R6-GC-092524-LEO | Region 6-General Construction |
| Leopardo Construction | FL-R7-GC-092524-LEO | Region 7-General Construction |
| New Vista Builders Group | FL-R4-GC-092524-NVB | Region 4-General Construction |
| Nichols Contracting, Inc. | FL-R2-GC-092524-NIC | Region 2-General Construction |
| Nichols Contracting, Inc. | FL-R3-GC-092524-NIC | Region 3-General Construction |
| Nichols Contracting, Inc. | FL-R4-GC-092524-NIC | Region 4-General Construction |
| Nichols Contracting, Inc. | FL-R5-GC-092524-NIC | Region 5-General Construction |
| Nichols Contracting, Inc. | FL-R6-GC-092524-NIC | Region 6-General Construction |
| Nichols Contracting, Inc. | FL-R7-GC-092524-NIC | Region 7-General Construction |
| Ovation Construction Company, LLC | FL-R3-GC-092524-OCC | Region 3-General Construction |
| Ovation Construction Company, LLC | FL-R4-GC-092524-OCC | Region 4-General Construction |
| Shiff Construction & Development, Inc. | FL-R1-GC-092524-SCD | Region 1-General Construction |
| Shiff Construction & Development, Inc. | FL-R2-GC-092524-SCD | Region 2-General Construction |
| Shiff Construction & Development, Inc. | FL-R3-GC-092524-SCD | Region 3-General Construction |
| Shiff Construction & Development, Inc. | FL-R4-GC-092524-SCD | Region 4-General Construction |
| Shiff Construction & Development, Inc. | FL-R5-GC-092524-SCD | Region 5-General Construction |
| Shiff Construction & Development, Inc. | FL-R6-GC-092524-SCD | Region 6-General Construction |
| Shiff Construction & Development, Inc. | FL-R7-GC-092524-SCD | Region 7-General Construction |
| Team Contracting, Inc. | FL-R7-GC-092524-TCI | Region 7-General Construction |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R1-GC-092524-QAM | Region 1-General Construction |
| The Watts Group, LLC | FL-R1-GC-092524-WATT | Region 1-General Construction |
| The Watts Group, LLC | FL-R2-GC-092524-WATT | Region 2-General Construction |
| The Watts Group, LLC | FL-R3-GC-092524-WATT | Region 3-General Construction |
| The Watts Group, LLC | FL-R4-GC-092524-WATT | Region 4-General Construction |
| The Watts Group, LLC | FL-R5-GC-092524-WATT | Region 5-General Construction |
| The Watts Group, LLC | FL-R6-GC-092524-WATT | Region 6-General Construction |
| The Watts Group, LLC | FL-R7-GC-092524-WATT | Region 7-General Construction |
| Warden Construction Corporation | FL-R2-GC-092524-WARD | Region 2-General Construction |
| Apollo Construction & Engineering Services, Inc. | FL-R4-MC-092524-APO | Region 4-Marine Construction |
| Apollo Construction & Engineering Services, Inc. | FL-R5-MC-092524-APO | Region 5-Marine Construction |
| Apollo Construction & Engineering Services, Inc. | FL-R6-MC-092524-APO | Region 6-Marine Construction |
| Apollo Construction & Engineering Services, Inc. | FL-R7-MC-092524-APO | Region 7-Marine Construction |
| Clayton Contracting of SWFL, LLC | FL-R5-MC-092524-CCFL | Region 5-Marine Construction |
| Commercial Interiors, Inc. DBA CII Contracting | FL-R4-MC-092524-CII | Region 4-Marine Construction |
| Commercial Interiors, Inc. DBA CII Contracting | FL-R5-MC-092524-CII | Region 5-Marine Construction |
| Commercial Interiors, Inc. DBA CII Contracting | FL-R6-MC-092524-CII | Region 6-Marine Construction |
| Griffin Civil Construction, LLC | FL-R4-MC-092524-GRIF | Region 4-Marine Construction |
| Harbour Construction, Inc. | FL-R6-MC-092524-HBC | Region 6-Marine Construction |
| Harbour Construction, Inc. | FL-R7-MC-092524-HBC | Region 7-Marine Construction |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R7-MC-092524-QAM | Region 7-Marine Construction |
| Advanced Roofing, Inc. | FL-R1-HVAC-092524-ADR | Region 1-HVAC/Mechanical |
| Advanced Roofing, Inc. | FL-R2-HVAC-092524-ADR | Region 2-HVAC/Mechanical |
| Advanced Roofing, Inc. | FL-R3-HVAC-092524-ADR | Region 3-HVAC/Mechanical |
| Apollo Construction & Engineering Services, Inc. | FL-R1-HVAC-092524-APO | Region 1-HVAC/Mechanical |
| Apollo Construction & Engineering Services, Inc. | FL-R2-HVAC-092524-APO | Region 2-HVAC/Mechanical |
| Apollo Construction & Engineering Services, Inc. | FL-R3-HVAC-092524-APO | Region 3-HVAC/Mechanical |
| Apollo Construction & Engineering Services, Inc. | FL-R4-HVAC-092524-APO | Region 4-HVAC/Mechanical |
| Apollo Construction & Engineering Services, Inc. | FL-R5-HVAC-092524-APO | Region 5-HVAC/Mechanical |

Docusign Envelope ID: FB7C14D6-90D1-44B9-9D4D-59A831A77463



| | | |
|---|---|---|
| Apollo Construction & Engineering Services, Inc. | FL-R6-HVAC-092524-APO | Region 6-HVAC/Mechanical |
| Apollo Construction & Engineering Services, Inc. | FL-R7-HVAC-092524-APO | Region 7-HVAC/Mechanical |
| Bernhard MCC, LLC | FL-R3-HVAC-092524-BER | Region 3-HVAC/Mechanical |
| Bernhard MCC, LLC | FL-R4-HVAC-092524-BER | Region 4-HVAC/Mechanical |
| Bernhard MCC, LLC | FL-R6-HVAC-092524-BER | Region 6-HVAC/Mechanical |
| Blizzard Air Conditioning, LLC | FL-R7-HVAC-092524-BLIZ | Region 7-HVAC/Mechanical |
| Clayton Contracting of SWFL, LLC | FL-R5-HVAC-092524-CCFL | Region 5-HVAC/Mechanical |
| DAN ENTERPRISES TEAM, LLC | FL-R7-HVAC-092524-DAN | Region 7-HVAC/Mechanical |
| Hall Mechanical & Air-Conditioning, LLC | FL-R1-HVAC-092524-HML | Region 1-HVAC/Mechanical |
| Hall Mechanical & Air-Conditioning, LLC | FL-R2-HVAC-092524-HML | Region 2-HVAC/Mechanical |
| Hall Mechanical & Air-Conditioning, LLC | FL-R3-HVAC-092524-HML | Region 3-HVAC/Mechanical |
| Hall Mechanical & Air-Conditioning, LLC | FL-R4-HVAC-092524-HML | Region 4-HVAC/Mechanical |
| Hall Mechanical & Air-Conditioning, LLC | FL-R5-HVAC-092524-HML | Region 5-HVAC/Mechanical |
| Hall Mechanical & Air-Conditioning, LLC | FL-R6-HVAC-092524-HML | Region 6-HVAC/Mechanical |
| Hall Mechanical & Air-Conditioning, LLC | FL-R7-HVAC-092524-HML | Region 7-HVAC/Mechanical |
| Mechanical Services of Central Florida, Inc. | FL-R1-HVAC-092524-MSF | Region 1-HVAC/Mechanical |
| Mechanical Services of Central Florida, Inc. | FL-R3-HVAC-092524-MSF | Region 3-HVAC/Mechanical |
| Mechanical Services of Central Florida, Inc. | FL-R5-HVAC-092524-MSF | Region 5-HVAC/Mechanical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R1-HVAC-092524-QAM | Region 1-HVAC/Mechanical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R2-HVAC-092524-QAM | Region 2-HVAC/Mechanical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R3-HVAC-092524-QAM | Region 3-HVAC/Mechanical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R4-HVAC-092524-QAM | Region 4-HVAC/Mechanical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R5-HVAC-092524-QAM | Region 5-HVAC/Mechanical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R6-HVAC-092524-QAM | Region 6-HVAC/Mechanical |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R7-HVAC-092524-QAM | Region 7-HVAC/Mechanical |
| American Forza Construction, LLC | FL-R6-PAC-092524-AFC | Region 6-Paving Asphalt/Concrete |
| American Forza Construction, LLC | FL-R7-PAC-092524-AFC | Region 7-Paving Asphalt/Concrete |
| Apollo Construction & Engineering Services, Inc. | FL-R1-PAC-092524-APO | Region 1-Paving Asphalt/Concrete |
| Apollo Construction & Engineering Services, Inc. | FL-R2-PAC-092524-APO | Region 2-Paving Asphalt/Concrete |
| Apollo Construction & Engineering Services, Inc. | FL-R3-PAC-092524-APO | Region 3-Paving Asphalt/Concrete |
| Apollo Construction & Engineering Services, Inc. | FL-R4-PAC-092524-APO | Region 4-Paving Asphalt/Concrete |
| Apollo Construction & Engineering Services, Inc. | FL-R5-PAC-092524-APO | Region 5-Paving Asphalt/Concrete |
| Apollo Construction & Engineering Services, Inc. | FL-R6-PAC-092524-APO | Region 6-Paving Asphalt/Concrete |
| Apollo Construction & Engineering Services, Inc. | FL-R7-PAC-092524-APO | Region 7-Paving Asphalt/Concrete |
| Clayton Contracting of SWFL, LLC | FL-R5-PAC-092524-CCFL | Region 5-Paving Asphalt/Concrete |
| David Mancini and Sons, Inc. | FL-R1-PAC-092524-DMS | Region 1-Paving Asphalt/Concrete |
| David Mancini and Sons, Inc. | FL-R5-PAC-092524-DMS | Region 5-Paving Asphalt/Concrete |
| Florida Engineering and Development Corporation | FL-R6-PAC-092524-FEDC | Region 6-Paving Asphalt/Concrete |
| Florida Engineering and Development Corporation | FL-R7-PAC-092524-FEDC | Region 7-Paving Asphalt/Concrete |
| Griffin Civil Construction, LLC | FL-R3-PAC-092524-GRIF | Region 3-Paving Asphalt/Concrete |
| Griffin Civil Construction, LLC | FL-R4-PAC-092524-GRIF | Region 4-Paving Asphalt/Concrete |
| Precision Sidewalk Safety Corp | FL-R1-PAC-092524-PSSC | Region 1-Paving Asphalt/Concrete |
| Precision Sidewalk Safety Corp | FL-R2-PAC-092524-PSSC | Region 2-Paving Asphalt/Concrete |
| Precision Sidewalk Safety Corp | FL-R3-PAC-092524-PSSC | Region 3-Paving Asphalt/Concrete |
| Precision Sidewalk Safety Corp | FL-R4-PAC-092524-PSSC | Region 4-Paving Asphalt/Concrete |
| Team Contracting, Inc. | FL-R7-PAC-092524-TCI | Region 7-Paving Asphalt/Concrete |
| The Plumbing Shop, Inc, DBA Quick Action Management Group, Inc. | FL-R2-PAC-092524-QAM | Region 2-Paving Asphalt/Concrete |
| A-1 Property Services Group, Inc. | FL-R6-RW-092524-A1P | Region 6-Roofing |
| A-1 Property Services Group, Inc. | FL-R7-RW-092524-A1P | Region 7-Roofing |
| Advanced Roofing, Inc. | FL-R1-RW-092524-ADR | Region 1-Roofing |
| Advanced Roofing, Inc. | FL-R2-RW-092524-ADR | Region 2-Roofing |
| Advanced Roofing, Inc. | FL-R3-RW-092524-ADR | Region 3-Roofing |
| Clayton Contracting of SWFL, LLC | FL-R1-RW-092524-CCFL | Region 1-Roofing |
| Clayton Contracting of SWFL, LLC | FL-R2-RW-092524-CCFL | Region 2-Roofing |
| Clayton Contracting of SWFL, LLC | FL-R3-RW-092524-CCFL | Region 3-Roofing |
| Clayton Contracting of SWFL, LLC | FL-R4-RW-092524-CCFL | Region 4-Roofing |
| Clayton Contracting of SWFL, LLC | FL-R5-RW-092524-CCFL | Region 5-Roofing |
| Clayton Contracting of SWFL, LLC | FL-R6-RW-092524-CCFL | Region 6-Roofing |
| Clayton Contracting of SWFL, LLC | FL-R7-RW-092524-CCFL | Region 7-Roofing |

Docusign Envelope ID: FB7C14D6-90D1-44B9-9D4D-59A831A77463



| | | |
|---|---|---|
| DAN ENTERPRISES TEAM, LLC | FL-R6-RW-092524-DAN | Region 6-Roofing |
| DAN ENTERPRISES TEAM, LLC | FL-R7-RW-092524-DAN | Region 7-Roofing |
| Salomon Construction & Roofing Corp. | FL-R1-RW-092524-SCR | Region 1-Roofing |
| Salomon Construction & Roofing Corp. | FL-R2-RW-092524-SCR | Region 2-Roofing |
| Salomon Construction & Roofing Corp. | FL-R3-RW-092524-SCR | Region 3-Roofing |
| Salomon Construction & Roofing Corp. | FL-R4-RW-092524-SCR | Region 4-Roofing |
| Salomon Construction & Roofing Corp. | FL-R5-RW-092524-SCR | Region 5-Roofing |
| Salomon Construction & Roofing Corp. | FL-R6-RW-092524-SCR | Region 6-Roofing |
| Salomon Construction & Roofing Corp. | FL-R7-RW-092524-SCR | Region 7-Roofing |
| **Company Name** | **Contract Number** | |
| **IDIQ CONTRACT EXTENSIONS** | | |
| None | | |

Docusign Envelope ID: 8663CB84-C526-4A4D-9653-17B9964385D9

**COMMENT AND REVIEW**
**to the**
**REQUEST FOR PROPOSAL (RFP) #092424**
**Entitled**

**Tax-Exempt Municipal Leasing with Related Services**

The following advertisement was placed August 6, 2024, in and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, and PublicPurchase.com, August 6, 2024 and August 13, 2024 in the *USA Today* and *The Oklahoman*, and August 7, 2024, in South Carolina's *The State, the Salt Lake Tribune, the Deseret News*, and in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

| | |
|---|---|
| ALTA ENTERPRISES, LLC | Leasing Specialists |
| AP Financing | Municipal Asset Management, Inc. |
| Banc of America Pubic Capital Corp | NCL Government Capital |
| BMO Bank NA | Olathe Ford Sales Inc. |
| Bright Tactics LLC | Pathward, National Association |
| City Rent A Truck | PWXPress |
| Community First National Bank | Quality Truck & Equipment |
| Government Capital Corporation | Republic First National |
| Grant Capital Management, Inc. | RRT Inc |
| Insight Equipment Finance Corporation | TEQlease, INC |
| Leasing 2 | |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the

Docusign Envelope ID: 8663CB84-C526-4A4D-9653-17B9964385D9



Sourcewell Procurement Portal, on September 24, 2024, at 4:30 pm CT. Proposals were received from the following:

Community First National Bank
Grant Capital Management, Inc.
NCL Government Capital
Republic First National

Proposals were reviewed by the Proposal Evaluation Committee:

Lisa Truax, CPPB, Senior Procurement Analyst
Paul Dotson, MA, Associate DBIA, Procurement Analyst II
Jonathan Love, MA, Procurement Analyst II
Brittney Cotner, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

Community Leasing Partners (CLP), a division of Community First National Bank, has financed and serviced 99% of their tax-exempt municipal leasing solutions since 2010. Their 80+ staff members help to facilitate a quick and efficient leasing process from start to finish for participating entities across the United States and Canada. CLP provides leasing solutions with no documentation or origination fees with available funding as low as $10,000. Pricing offered is competitive based on the financing amount and term length.

NCL Government Capital (NCL) has provided a variety of tax-exempt municipal leasing solutions to participating entities across the United States and Canada since 2000. Their “QuoteNow” calculator enables instant, 24/7 preparation of customized lease proposals. They can finance projects as low as $1,500. NCL provides competitive discounts for Sourcewell participating entities based on the financing amount and term length.

For these reasons, the following awards of Sourcewell Master Agreement #092424 are recommended:

| | |
|---|---|
| Community First National Bank | #092424-CFB |
| NCL Government Capital | #092424-NCL |

DocuSigned by:
Lisa Truax
04A338655E9E49E...

Lisa Truax, CPPB, Senior Procurement Analyst

DocuSigned by:
Paul Dotson
948306E349B2428...

Paul Dotson, MA, Associate DBIA, Procurement Analyst II

Docusign Envelope ID: 8663CB84-C526-4A4D-9653-17B9964385D9



Signed by:
Jonathan Love
34FCC9BCA201409...

Jonathan Love, MA, Procurement Analyst II

Signed by:
Brittney Cotner
A22070A2881D440...

Brittney Cotner, Procurement Analyst

Docusign Envelope ID: 8663CB84-C526-4A4D-9653-17B9964385D9



**STATEMENT OF COMPLIANCE**

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for RFP #092424 Tax-Exempt Municipal Leasing with Related Services.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.

2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

3. The awards listed were made based on the results of the competitive solicitation process.

4. The awards listed were ratified by the Sourcewell Board of Directors on December 17, 2024.

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

The New York State Contract Reporter

NYSCR.ny.gov

*NYS' official source of contracting opportunities*
*Bringing business and government together*

This document printed
Wednesday, 09/25/2024

## Contracting Opportunity

**Title:** Tax-Exempt Municipal Leasing with Related Services

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 092424

**CR Number:** 2112481

**Contract Term:** 4 years

**Date of Issue:** 08/06/2024

**Due Date/Time:** 09/24/2024 4:30 PM Central Time

**County(ies):** All NYS counties

**Classification:** Financial - *Commodities*

**Opportunity Type:** General

**Entered By:** Tara Wolff

**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

*** These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.**

**Business entities awarded an identical or substantially similar procurement contract within the past five years:**

Lease Servicing Center, Inc.

## Contact Information

**Primary contact:**
Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

**Submit to contact:**
Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

## Bid Results

Bid Results have not been entered

## Awards

Awards have not been entered

© 2024, Empire State Development http://www.esd.ny.gov/

DJC OREGON

A Division of BridgeTower Media
P.O Box 745929
Atlanta, GA 30374-5929

| | |
|---|---|
| Invoice # | 745718163 |
| Invoice Date | 08/12/2024 |
| Customer | Sourcewell, ID: 26788 |
| Payment Terms | Net 30 |
| Due Date | 09/11/2024 |

**BILLING ADDRESS**
Carol Jackson
Sourcewell
Po Box 219
Staples MN 564790219

**ADVERTISER**
Sourcewell, ID: 26788
Po Box 219
Staples MN 564790219

| INVOICE REF | MEDIA | DATE | PO |
|---|---|---|---|
| 1007381016 | Daily Journal of Commerce - OR - Public | 08/07/24 | |

| EDITION | QTY | AD SIZE |
|---|---|---|
| Legal - Bids | 1 | Legal - Bids |

Thank you for your business!
IOID: 2638031
Index: Bids - Other
Category: Goods and Services
Affidavit Reference: TAX-EXEMPT MUNICIPAL LEASING WITH RELATED SERVICES

| | |
|---|---|
| **Subtotal** | $67.76 |
| **Tax** | $0.00 |
| **Credits** | $0.00 |
| **BALANCE DUE** | $67.76 |

REMITTANCE STUB TO BridgeTower Media

| | | | | | |
|---|---|---|---|---|---|
| **Invoice #** | 745718163 Daily Journal of Commerce - OR - Public Notice | **Date** | 09/11/2024 | **Customer ID** | ID: 26788, Sourcewell |
| **Amount Enclosed:** | | | | | |

Acceptable Payment Methods

**PREFERRED METHOD**
**To Pay by ACH Transfer:**
Bank: Bank of America
Send ACH remittance email to
ar@bridgetowermedia.com
Account Number: 237025443017
Routing: 053000196

**OTHER METHODS**
**To Pay by Check use the following address:**
Please include invoice number on check
BridgeTower OpCo, LLC
P.O Box 745929
Atlanta, GA 30374-5929

**To Pay by Credit Card:**
Use the Click to Pay Online link located on the email you received or Contact Accounts Receivable: 866-802-8214
Please have your Invoice Number and Credit Card Number Ready

**To Pay by Wire Transfer:**
Name: BridgeTower OpCo, LLC
Bank: Bank of America
Swift Code: BOFAUS3N
Bank Address: 100 North Tryon Street
Charlotte, NC 28255
Account Number: 237025443017
Routing: 053000196

Daily Journal of Commerce
1618 SW First Ave., Suite 400
Portland, OR, 97201
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

# Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2638031, TAX-EXEMPT MUNICIPAL LEASING WITH RELATED SERVICES

State of OR }
} SS:
County of Multnomah }

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
TAX-EXEMPT MUNICIPAL LEASING WITH RELATED SERVICES
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
**08/07/2024**.

**SEE EXHIBIT A**

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 12th day of August 2024

By: Michelle A Ropp

Michelle A. Ropp

By: Nicholas Bjork

OFFICIAL STAMP
NICHOLAS BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044188
MY COMMISSION EXPIRES JANUARY 10, 2028

Nicholas Bjork
Notary Public, State of OR
No. 1044188
My commission expires on January 10, 2028

## SOURCEWELL
### TAX-EXEMPT MUNICIPAL LEASING WITH RELATED SERVICES
**Bids Due 4:30 pm, September 24, 2024**
**INVITATION TO BID**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 7, 2024. 2638031

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

## AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/06/2024, 08/13/2024

and that the fees charged are legal.
Sworn to and subscribed before on 08/13/2024

Legal Clerk

Keegan Moran

Notary, State of WI, County of Brown

2-1428

My commission expires

| | | |
|---|---|---|
| Publication Cost: | $40.25 | |
| Tax Amount: | $0.00 | |
| Payment Cost: | $40.25 | |
| Order No: | 10446631 | # of Copies: |
| Customer No: | 1191238 | 0 |
| PO #: | LOKL0138477 | |

THIS IS NOT AN INVOICE!

*Please do not use this form for payment remittance.*

KEEGAN MORAN
Notary Public
State of Wisconsin

Request for Proposals

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Tax-Exempt Municipal Leasing with Related Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

LPXLP

August 6, 13 2024

LOKL0138477

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

# AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Amount | Cols | Depth |
|---|---|---|---|---|---|---|
| 34474 | 579629 | Print Legal Ad-IPL01869980 - IPL0186998 | | $160.64 | 1 | 18 L |

**Attention:** Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

**Request for Proposals**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Tax-Exempt Municipal Leasing with Related Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0186998
Aug 7 2024

**State of South Carolina**

**County of Richland**

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
08/07/24

Tara Pennington

Sworn to and subscribed before me this 7th day of August in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

*Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."*

**Extra charge for lost or duplicate affidavits.**
**Legal document please do not destroy!**

# Women save the week for US in the pool



**Christine Brennan**
Columnist
USA TODAY



**Regan Smith, Lilly King, Gretchen Walsh and Torri Huske won the 4x100 medley relay that gave the USA eight swim gold medals.** ROB SCHUMACHER/USA TODAY SPORTS

NANTERRE, France – The U.S. men were down to their last chance, their final race, to avoid the ignominy of doing something in swimming that hadn't been done in 124 years: going oh-for-the-Olympics in individual gold medals.

Then Bobby Finke saved the day. When the reigning Olympic gold medalist in the men's 1,500 freestyle won it again in a world-record time Sunday evening on the final day of the Olympic swimming competition, the U.S. men saved face – a little.

Instead of zero individual golds, they finished with one. So, instead of having to go back to 1900, we only have to go back 68 years to find this kind of underwhelming individual performance by American male swimmers striving for the top of the medal podium.

The last time the American men won only one individual gold medal at an Olympics was 1956 in Melbourne, Australia, when there were only six men's events in all. The time before that? The 1932 Los Angeles Olympics, when there were only five. Here at the 2024 Paris Olympics, there were 14 individual men's races.

After the dominance of Michael Phelps from 2004-2016, and Caeleb Dressel in 2021, this was a shock to the system. No star stepped up. They tried, of course, but it just didn't happen. Silver replaced gold; bronze replaced silver. Fast times at the U.S. Olympic trials in June could not be matched. Not winning races became the norm.

"We want our athletes to win gold medals but the other teams have great athletes as well," U.S. men's coach Anthony Nesty said after the final race Sunday. "Hopefully we go back and all the coaches of the U.S. get back on it in August and hopefully four years from now we have a better result in LA (at the 2028 Olympics)."

But there's a plot twist in this less-than-inspiring story: The United States actually won the swimming gold medal count at these Olympics, by a sliver over Australia, 8-7.

Who gets the credit for that? The U.S. women's swimmers, who admirably won four individual gold medals and one relay gold. The U.S. men did win one relay gold, and that eighth gold came in Saturday night's mixed medley relay.

While the men had Finke, the women had Katie Ledecky, who swam into the history books with two more gold medals in her specialties, the 800 and 1,500 freestyle, to go with a relay silver and a bronze in the 400 free. And they had Torri Huske, the American breakout star of the meet, who won the 100 butterfly and anchored two gold medal-winning, world-record-setting relay teams. She also won a silver in the 100 freestyle and a silver in another relay.

And they had Kate Douglass, who won the 200 breaststroke as well as gold in one relay and silver in the 200 individual medley and another relay.

There was a depth among the U.S. women that didn't exist with the men. The United States ran away with the overall swimming medal count, 28 total medals to 18 for Australia, but 18 of those U.S. medals belonged to the women, while only nine were won by the men, with the other coming in the mixed medley relay comprised of two men and two women.

"Every time we step on deck, I still feel like we have the target on our back that we're the team to beat and that probably won't change, ever," said Dressel, who didn't win an individual medal here after winning three individual golds in Tokyo three years ago. (He did win two golds and a silver in the relays.)

"The goal when we come to the Olympics and the world championships is to win gold medals. There are other countries that are getting very dominant. ... The wealth has just been spread around. I don't think we're getting any worse, per se. It's good for the sport to have the whole world involved in it."

But there was an unsettled feeling surrounding this U.S. men's team.

"Our goal is always to match our times or be better," Nesty said. "But obviously they could have been better. You have to go back and look at your preparation coming into the meet and be better."

All was not lost for Nesty. In addition to being the head coach of the U.S. men's team at these Games, he also coaches someone else who swam here this past week: Katie Ledecky.

# Kristen Faulkner's risky golden adventure

**Dave Birkett**
Detroit Free Press | USA TODAY NETWORK

PARIS – When Chloe Dygert crossed the finish line in the women's road race, she saw her teammate Kristen Faulkner's name atop the leaderboard and Faulkner standing in the Trocadéro holding a U.S. flag loosely by her waist.

"She doesn't know how to hold the flag, so she's going to have to get used to that," Dygert said. "She's probably going to be holding it a lot in the near future."

Faulkner's naivete is understandable. On Sunday, she competed in her first Olympics, in a sport she began doing competitively only seven years ago, and she carved her name into American cycling history by winning a gold medal in breakaway fashion.

Faulkner pulled away from a pack of three other racers with about 3 kilometers to go and beat the Netherlands' Marianne Vos and Belgium's Lotte Kopecky by 59 seconds. Vos took silver and Kopecky bronze in a photo finish.

Faulkner is the first U.S. woman to medal in the road race since 1984, when Connie Carpenter and Rebecca Twigg finished 1-2 at the LA Olympics.

"I think even though I came here with the confidence that I could earn a medal, when I crossed the line, yeah, I knew it had happened but I didn't fully take it in and so it was just pretty overwhelming for me," Faulkner said. "I think I had a lot of emotions around – I came in here with a lot of confidence today that I could do well but not everyone had confidence in me and so I think when I crossed the line it was like, 'Wow, I made it happen even when a lot of people didn't believe I could.'"

Faulkner, 31, is a relative newbie to cycling, but no stranger to competitive athletics. She grew up in a fishing village in Homer, Alaska, rowed at Harvard and entered the business world in finance and venture capital before she quit to pursue cycling in 2020.

Faulkner said the discipline she learned as a rower and athletic engine she built in college have served her well as a cyclist, and she said she developed an appetite for risk – and the ability to calculate which risks are worth taking – that were on display in the narrow Paris streets Sunday.

"I was a venture capitalist. I was working in finance, we were investing in early-stage technology companies and they were quite high risk," Faulkner said. "And so a lot of what I learned how to do is how to take calculated risks and how to assess risk. And if there's a high risk but the reward is high, then it might be worth it. And I think in a race, I take that mindset with me throughout the race. It's like, 'Well, there's a break up the road, there's a risk, and why not catch it?' What is the risk-reward ratio of being patient versus being aggressive? So that's something I definitely take with me."

Faulkner was a late add to the women's road race after failing to qualify for one of the U.S.'s two spots at the Olympic trials. Taylor Knibb, who won a spot at trials – the top two finishers received spots in the road race – gave that up to focus on other events at the Olympics.



**Kristen Faulker celebrates the first U.S. win or medal of any color in an Olympic women's cycling road race since 1984.** ANDREW P. SCOTT/USA TODAY SPORTS

Faulkner said she considered not racing Sunday to focus on team pursuit, an event the Americans are favored to win a medal in that begins Tuesday.

"I made an agreement with my track coaches that I would only do the road race if I felt that I was medal capable, and if any point if I got dropped from the front group and I was no longer in contention for a medal I would just pull out of the race and recover for team pursuit," Faulkner said.

By the midpoint of Sunday's race, it was clear Faulkner would be in medal contention.

She spent most of the afternoon in a 12-racer pack ahead of the peloton and pulled into a two-racer chase group with Kopecky in pursuit of co-leaders Vos and Bianka Vas with about 9 kilometers to go.

Faulkner and Kopecky pulled even with Vos and Vas with just over 3 kilometers left, and Faulkner hit the gas and gunned it for the finish line as Kopecky, Vos and Vas stayed back in a group together.

"I felt quite confident that as soon as we caught them, if I could get a small gap, it would probably be unlikely that they would cooperate and work together until the line to catch me," Faulkner said. "And I also knew that my time-trialing capabilities are quite strong and that I could be strong when I was (going) solo. So yes, when I was chasing with Kopecky, the first thing on my mind was as soon as we catch them, I have to go and head down until the finish."

Dygert, who finished 15th – 3 minutes and 40 seconds off the lead – said seeing Faulkner's name across the leaderboard when she crossed the line made the crash she endured Sunday well worth it.

"Faulkner had an amazing ride," Dygert said. "She's been having a great year this year. Super impressive. She's just shown over and over again that she has that power for those finals, so really impressive and she's put a lot of work in and she's doing a lot of track and I think that is really helped her and yeah, I'm super happy for her. This is huge. And her first Olympics, what a way to leave it with a gold medal."


## MARKETPLACE TODAY

To view more Classified listings, visit: classifieds.usatoday.com

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

*All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. USA Today reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. USA Today shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.*

NOTICES | PUBLIC NOTICE

### REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Water Treatment Chemicals with Related Supplies, Equipment, and Services to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than **September 17, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

### REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than **September 24, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

NOTICES | PUBLIC NOTICE

### MOGI DAS CRUZES CITY HALL

BIDDING OPENING NOTICE

**NOTICE No. 6/24 - PROCESS No. 4,759/24**

OBJECT: CONTRACTING A SPECIALIZED ENGINEERING COMPANY FOR THE EXECUTION OF PAVING, MICRO AND MACRO DRAINAGE SERVICES IN JUNDIAPEBA, LOCATED IN THIS MUNICIPALITY, AS PART OF THE "VIVA MOGI" PROGRAM, TO BE PARTIALLY FINANCED BY THE CORPORAÇÃO ANDINA DE FOMENTO – CAF. THE MUNICIPAL GOVERNMENT OF MOGI DAS CRUZES, through the Municipal Department of Urban Infrastructure, makes public, for the knowledge of interested parties and subject to the necessary qualifications, the Public International Bidding Notice No. 6/24. The proposals will be opened in a public session that will take place exclusively in an electronic environment, www.portaldecompraspublicas.com.br, at 10:00 am on August 27, 2024. The Notice, with its files and attachments, is available for download on the websites https://licitacao-mgcon.mogidascruzes.sp.gov.br/ and www.portaldecompraspublicas.com.br. This bid will be governed by Brazilian Federal Law No. 14,133/2021. Mogi das Cruzes on July 15, 2024. JOAQUIM LOPES DA SILVA JUNIOR - Municipal Deputy Secretary of Urban Infrastructure

PERSONALS

**BEAUTIFUL ASIAN WOMEN**
Desire friendship, romance!
Free brochure. Since 1991.
Send S.A.S.E to:
P.I.C., BOX 4601-USA,
Thousand Oaks CA 91359.
805-492-8040
www.pacisl.com

**Place your advertisement in USA TODAY's Marketplace!**
To advertise, call:
800-397-0070

**PLACE YOUR AD HERE!**
USA TODAY's Marketplace
To advertise, call: 800-397-0070

BUSINESS & SERVICES | BUSINESS OPPORTUNITIES

**Do you struggle with low mood or a lack of energy?**
An online research study from Princeton University is looking for participants to try a self-help tool for depression symptoms.
Find out more here or scan the QR code: https://nivlab.princeton.edu/participate/mood

**ADVERTISING?**
Scan to Sign Up!
Advertise in **USA TODAY's Marketplace Today**

# Diana Taurasi owns golden six-pack

**Lindsay Schnell**
USA TODAY

PARIS – When Diana Taurasi was announced as a member of the U.S. women's basketball team for the 2024 Paris Olympics, her intentions were clear: She wanted to win one more gold medal than her basketball bestie, Sue Bird, Team USA's longtime point guard.

Sunday evening in Bercy Arena, in the final event of the 2024 Summer Games, Taurasi accomplished that feat when the Americans hung on for a 67-66 win over France to earn an unprecedented eighth consecutive Olympic gold medal.

So, how is it to be able to brag about that to Bird, who was sitting courtside watching the game?

"Yeah, it's the only reason I came. It's funny because we scored the same amount of points today," Taurasi deadpanned after the win, a game in which she did not leave the bench.

In Tokyo three years ago, after Bird and Taurasi had led Team USA to its seventh consecutive gold, Taurasi caused a stir when she ended her TV interview by quipping, "See you in Paris."

She wasn't possibly serious, was she? It turns out she was.

The 42-year-old Taurasi became the oldest U.S. basketball player to compete in the Olympics when she started the first pool play game on July 29 against Japan.

She wasn't the only seasoned veteran playing hoops for the U.S. this summer, as 39-year-old LeBron James led the men to gold over France on Saturday night. But neither of them took the title of oldest hooper at these, or any, Games. That distinction went to 43-year-old Lauren Jackson, who returned to the Australian Opals after a 12-year absence. Australia beat Belgium on Sunday for bronze.

Though coach Cheryl Reeve didn't put Taurasi in the gold medal game, she was effusive in her praise of the woman widely considered to be the GOAT of the WNBA.

"She's defined USA basketball," Reeve said. "And in her final Olympics, the mark that she's making in terms of



**Diana Taurasi has won six gold medals playing for Team USA in the Summer Olympics.** KYLE TERADA/USA TODAY SPORTS

leadership, just sharing the knowledge that she has. She's a six-time Olympian who's left her mark every time she's around the team. I don't know that there's a greater competitor in USA basketball (history). Dee is sorta on Mount Rushmore in that way."

Taurasi had an up-and-down Olympics. Though she wasn't scoring much, if at all, she started in all three pool play games that the U.S. played in Lille, a town on the northern border of France. When the team moved to Paris for the knockout round, she was benched in favor of Jackie Young. Taurasi came off the bench to play 14 minutes in the quarterfinals and just six minutes in the semis.

"I think I'll look back on 20 years of being able to wear the jersey, it's truly an honor," Taurasi said of her USAB career. "I've been lucky to be around some of the best players to ever play – when I was younger, some of my idols; in the middle, with my counterparts; and now to see these young guys go out there and get this gold medal, it's a lot of luck, lot of hard work and here I am."

Asked how this medal compares to her other five, Taurai joked, "I like the other ones better."

"It always feels good when you beat the home team at home," she said. "There's a little bit of satisfaction there."

So, what does this mean for the 2028 Olympics, which will be held in Taurasi's hometown of Los Angeles?

"I'll be there," she said, "with a beer, on the beach, sitting next to Sue."

# Griner cherishes 'special' 2024 gold medal

**Nancy Armour**
USA TODAY

PARIS – Brittney Griner's eyes began to fill as she heard the first notes of "The Star-Spangled Banner." As she watched the U.S. flag rise, she cried unabashedly.

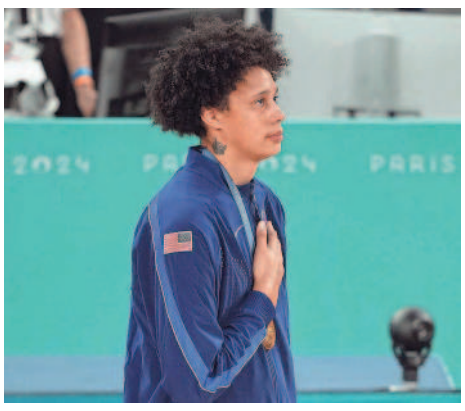
It wasn't long ago she was in a Russian prison, uncertain of when – or if – she'd get back home. Now, as she stood on the top step of the medals podium, the gold medal she helped win for her country heavy around her neck, Griner was overcome with emotion.

By the time the anthem finished, her face was wet with tears. While her teammates huddled together and began cheesing for photos, Griner took a second to compose herself, swiping at her face with her hand before she joined them.

"It means so much to me," Griner said, her voice growing thick once again. "I didn't think I'd be here, like I've said before. And then to be here winning gold for my country, representing, when my country fought so hard for me to even be standing here – yeah, this gold is going to hold a special place."

Griner's story is known to most everyone by now. Arrested in February 2022 after two nearly-spent vape cartridges with hash oil were found in her bag, she spent almost 10 months in a Russian prison. Though marijuana in any form is illegal in Russia, Griner was a political pawn.

Arrested just days before Russia's



**Brittney Griner shed tears as the national anthem played Sunday after the USA won the women's basketball gold medal.** JAMES LANG/USA TODAY SPORTS

unprovoked invasion of Ukraine, she was a propaganda gold mine for Vladimir Putin in his cold war with the United States. A valuable bargaining chip, too.

In her book, Griner details how dehumanizing and demoralizing her imprisonment was. What kept her going was the love of her family, her basketball family included.

Though Griner said when she returned that she planned to play again, re-entry was not easy. Physically or psychologically. Even here in France, her first trip overseas since her December 2022 release, there were flashbacks.

The first train ride to Lille, where the U.S. women played their group stage games, was hard. The last time she'd been on a train it was to travel between prisons in Russia.

"BG's gone through a lot the last few years," said Diana Taurasi, who is Griner's teammate with the Phoenix Mercury in the WNBA and one of her closest friends. "When you talk about literally where she was (almost) three years ago, it's almost mind boggling that she's been able to get back to this point. It shows a lot of character."

There is something healing for Griner in basketball, though. The affection from her teammates and players from other countries is genuine. After the U.S. women beat Australia in group play, Aussie legend Lauren Jackson sought Griner out in the mixed zone and they exchanged a long hug.

It was the first time the three-time WNBA MVP had seen Griner since her release.

"We did follow it. It was on the news every day; it was horrible," Jackson said. "I feel really honored that I got the opportunity to match up with her again, even for a couple minutes. She's a beautiful human."

There are those who've tried to paint Griner as anything but, suggesting she somehow deserved the fate she got. Or, worse, was ungrateful to her country. Nothing could be further from the truth, as those who actually know her know.

Griner let it be known soon after she returned that she wanted to play for USA Basketball again. She is a mainstay of the national team, having already won gold medals in Rio de Janeiro and Tokyo, and putting on the uniform again was the best way she knew to express the gratitude she feels for the United States.

She delighted being around her teammates, who relished the joy she had at these Olympics. She's a friendly and fun presence in any locker room, a quality desperately needed on a stage like this and with massive expectations for the U.S. women.

But there is a burden she carries that no one else can understand. After the final whistle, Griner found wife Cherelle. Then, while her teammates were still celebrating, Griner went backstage and found a bathroom, where she let all of the emotions wash over her.

"When you see BG around the team, outward, she's OK. But you know inside, there's a lot going on there," U.S. coach Cheryl Reeve said. "But she always presents her very best version of herself, despite all that she went through.

"And she is thankful to be here. She was so thankful to be here."

U.S. Olympians always talk about the pride they have of representing their country, the privilege of wearing the red, white and blue.

For Griner, though, there is gratitude most of all.

"I always wanted to be here," she said. "My country fought for me to get back. I was able to bring home gold for my country. There's just no greater feeling."

# USA's Kennedy Blades wins silver in first Olympics

**Gentry Estes**
The (Nashville) Tennessean | USA TODAY NETWORK

PARIS – Kennedy Blades felt the initially undesired Olympic medal in her hands, looked at it, tossed it slowly to gauge the weight. Then she looked at it some more.

Silver was growing on her quickly.

"It's still a cool medal," she said.

Blades' surprising Olympic wrestling run ended Sunday with a 3-1 defeat to Japan's Yuka Kagami, last year's world champion, in the gold medal match of the women's 76-kilogram freestyle competition at Champ de Mars Arena near the Eiffel Tower.

The unseeded Blades, a 20-year-old from Chicago in her first Olympics, had won consecutive matches against the tournament's No. 4, No. 5 and No. 1



**Blades**

seeds to reach the final wrestling match of the Paris Olympics.

Only Kagami, the No. 2 seed, proved too difficult for Blades in what was a close, low-scoring six minutes. With 1:22 remaining, Kagami was awarded two points for a takedown and then held on in the final moments.

"I already knew that I was at this level," Blades said, "but I just showed the world. Obviously, I did want gold, of course. But second-best thing."

After waiting through the Paris Games to compete, Blades emerged in the Olympics' final days as a breakout American star to watch for at the 2028 Games in Los Angeles. A clip spread on social media of her picking up Romania's Catalina Axente and throwing her during an 11-0 victory in Blades' opening match.

And a wider sporting public has started to learn her story: Blades began wrestling at age 7 and reportedly made history by winning a youth title in Illinois competing against boys. She beat the USA's Adeline Gray, silver medalist in Tokyo, in the Olympic trials to make it to Paris.

After Axente, Blades went on to defeat Milaimy Marin Potrille of Cuba (4-3) and top-seeded Aiperi Medet Kyzy of Kyrgyzstan (8-6).

The Cuban wrestler ended up winning bronze with Colombia's Tatiana Renteria Renteria.

"It was really cool that the two bronze medals were also Latina," Blades said. "So it was three of us on that podium, and I don't know if that's ever really happened. It was really cool that we were able to represent our heritage."

Blades said she hopes that will help inspire younger Latina athletes and wrestlers.

"Growing up (in sports)," she said, "I didn't really have a role model."

After attending Arizona State University, Blades is set to transfer to the University of Iowa and start fall classes later this month, though she said, "I haven't even seen campus or anything."

As for her new silver medal?

It's going to her parents.

"Just because I don't trust myself," she said with a laugh, noting that a couple of previous medals she'd won were somewhere in a bag that she hasn't been able to find.

"We're going to keep this one safe."

MARKETPLACE TODAY
To view more Classified listings, visit: classifieds.usatoday.com
For advertising information: 1.800.397.0070 www.russelljohns.com/usat

*All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. USA Today reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. USA Today shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.*

NOTICES
PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than **September 24, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

NOTICES
PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

GET YOUR BUSINESS NOTICED!
Print • Online Classifieds • Web Banners
To advertise, contact us at:
(800) 397-0070
sales@russelljohns.com

Open & competitive opportunity

Share

Request for Proposal

# Tax-Exempt Municipal Leasing with Related Services

APC Reference # AB-2024-07649

Internal Reference # 092424

Closed to Submissions
Sep 24, 2024 - 3:30:00 pm (MT)

Category
Goods

Contracting Organization
Rural Municipalities of Alberta (RMA)

Bookmark

Open | Evaluation | Selection | Awarded

Posting Date & Time

Tue • Aug 6, 2024 • 12:29 pm (MT)

General Info | Contact Info | Document Downloads | Interested Suppliers

When the information in this online posting varies from the downloadable documents (see below), the information in the documents always supersedes the information shown below.

## General Info

**Contracting Organization**
Rural Municipalities of Alberta (RMA)

**Organization Address**
2510 Sparrow Drive
Nisku, Alberta
T9E 8N5
Canada

**Posting Type**
Open & competitive opportunity

**Solicitation Type**
Request for Proposal

**Region(s) of Delivery**
Alberta

**Trade Agreement(s)**
NWPTA - CFTA - TCA - CETA

**Description/Summary**
Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMNB, NSFM, FPEIM, MNL, NWTAC, NAM, AYC and its current and potential Members and represented Associations and their Members, which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of Canadian trade agreements (including Canadian Free Trade Agreement (CFTA) Chapter 5, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement (CETA) Chapter 19, New West Partnership Trade Agreement (NWPTA), Atlantic Trade and Procurement Partnership (ATPP) as applicable).

Canoe/Sourcewell is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

1. Sourcewell and Canoe are seeking proposals for Tax-Exempt Municipal Leasing[1] with Related Services, including, but not limited to:

a. Tax-exempt financing solutions for the lease of a broad variety of assets, commodities, equipment, and improvements; and,

b. Related services in connection with the financing described in 1.a. above, including, but not limited to, delivery, end of lease, asset, or contract management tools, or similar services.

2. The primary focus of this solicitation is on Tax-Exempt Municipal Leasing with Related Services. Proposers may offer other financing alternatives and related services to the extent that they are complementary to 1.a. and 1.b. above, such as:

a. Fair Market Value or Buy Out Leasing, traditional financing, and commercial leasing services.

3. The primary focus of this solicitation is on Tax-Exempt Municipal Leasing with Related Services for the lease of a broad variety of assets, commodities, equipment, and improvements by Sourcewell and Sourcewell Participating Entities. This solicitation should NOT be construed to include:

a. Rental products or equipment; or,
b. Single asset class or asset type financing or leasing solutions (vehicle-only, technology-only, or similar).

4. This solicitation does not include those products, equipment, or services covered under categories included in pending or planned Sourcewell solicitations or in contracts currently maintained by Sourcewell, identified below:

a. Fleet Management Services (RFP #130122).

5. The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

6. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

7. Following submission of proposals, negotiations may be permitted.

8. List of current and Potential Members and represented Associations and their Members which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut located here, https://canoeprocurement.ca/canoe-current-future-members/

**Estimated Contract Start Date**
Nov 1, 2024

**Estimated Contract End Date**
Nov 1, 2028

**Estimated Contract Duration**
3 Year(s) — 51 Week(s) — 6 Day(s)

*These estimated contract dates and duration are only estimates and subject to change.

**UNSPSC Commodity Codes**
The United Nations Standard Products and Services Code (UNSPSC) is an international classification system for products and services. You can use these codes to search for opportunities/notices that match the specific categories of products and/or services you supply. Previously used Goods and Services Identification Number (GSIN) codes are also listed, where available, as a convenience to Suppliers.

| | | | |
|---|---|---|---|
| **84000000** | L099 | Financial and Insurance Services | Segment |
| **84111700** | L099 | Corporate finance | Class |

| Code | GSIN Code | Description | Code Level |
|---|---|---|---|

**Note:** Access the full open dataset of codes used in APC at Open Government.

Back to top

## Contact Info

If you have questions, please contact the Contact Person below **only by email**.

**Contact Person**
Tara Wolff
Manager of Procurement

**Method of Contact**
tarawolff@sourcewell-mn.gov

**Address**
2510 Sparrow Drive
Nisku, Alberta
Canada
T9E 8N5

Back to top

## Document Downloads

### Documents

| Document Name | File Info | Download All |
|---|---|---|
| Procurement Package | | |
| **2024 08 06 RFP_092424_Tax-Exempt_Municipal_Leasing_Canoe** | PDF • 809 kb | Download |

Back to top

## Interested Suppliers

Prior to submitting a response to an opportunity, you should express interest before its Closing Date, so that your business name is published in the Interested Suppliers list below and you are subscribed to email notifications of updates to the opportunity.

Open & competitive opportunity - Request for Proposal - Rural Municipalities of Alberta (RMA)
**Tax-Exempt Municipal Leasing with Related Services**

Note that you will automatically be deemed as having expressed interest in an opportunity when you download any opportunity documents. You can update your interest in the opportunity and/or in partnerships at any time before the Closing Date, after which expressing and/or updating interest will NOT be available.

### Interested Suppliers list

Interested in partnerships with other Suppliers

☐ Only display Suppliers interested in partnerships with other Suppliers.

**Aita**

**Aspire Technology Inc.**

**LBC Capital**
Financial Services

**Lloydminster Construction Association**

Back to top

Public | Purchase™

Chat | Help | Logout

Home | New Bid | Closed Bids | My Stuff | Tools

Sourcewell
Formerly NJPA

## Bid RFP #092424 - Tax-Exempt Municipal Leasing with Related Services

[Switch to Vendor View]

Bid Type **RFP**

Bid Number **092424**

Title **Tax-Exempt Municipal Leasing with Related Services**

Start Date **Aug 6, 2024 9:36:33 AM CDT**

End Date **Sep 24, 2024 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Tara Wolff**
(218) 541-5362
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

### Access Reports
View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

### Questions
0 Questions
0 Unanswered
[View/Ask Questions]

### Edit Bid
[Create Addendum]

### Description
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Pre-Bid Conference
Date **Sep 5, 2024 10:00:00 AM CDT**

Location **Online Conference**

Notes **Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.**

### Documents
No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2024 © | The Public Group, LLC. All rights reserved.

The Public | Group™

Sourcewell

Français

Bids Homepage | Create Account | Login

# View Details

Click here to return to the Sourcewell Procurement Portal home page.

**Bid Details**

| | |
|---|---|
| Bid Classification: | Services Related To Goods |
| Bid Type: | RFP - General |
| Bid Number: | RFP 092424 |
| Bid Name: | Tax-Exempt Municipal Leasing with Related Services |
| Bid Status: | **Open** |
| Bid Closing Date: | Tue Sep 24, 2024 4:30:00 PM (CDT) |
| Question Deadline: | Mon Sep 16, 2024 4:30:00 PM (CDT) |
| Electronic Auctions: | Not Applicable |
| Language for Bid Submissions: | English unless specified in the bid document |
| Submission Type: | Online Submissions Only |
| Submission Address: | Online Submissions Only |
| Public Opening: | Yes |
| Public Opening Address: | See RFP and FAQ documents for details. |
| Description: | Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Tax-Exempt Municipal Leasing with Related Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **September 24, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered. |
| Bid Document Access: | Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation. |
| Categories: | Show Categories [+] |

Submit a Question | Register for this Bid | Download Bid Documents

OPEN

## Tax-Exempt Municipal Leasing with Related Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the Sourcewell Procurement Portal, and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024 at 04:30 PM CT and late proposals will not be considered.

### Important Dates

> Pre-Proposal Conference:
> **September 05, 2024 at 10:00 AM CT**
>
> Proposal Due:
> **September 24, 2024 at 04:30 PM CT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

**Sourcewell Procurement Portal**

Bidding

Publish
Bid Announcements
Doc. Taker's List

## Publish /Verify Contents

Save as Template

### Solicitation Setting

| | |
|---|---|
| Invite Bidders | No |
| Enable Collaboration with other Users | No |
| Internal Approval | No |
| Accept Online Responses | No |
| Evaluate Response online | No |

### Solicitation Details

**Mandatory Information**

| | | | |
|---|---|---|---|
| Solicitation Type | RFP | Solicitation Number | 092424 |
| Solicitation Name | Tax-Exempt Municipal Leasing with Related Services | Procurement Type | Services |
| Country & Province/State | Canada / Ontario | Published By | Sourcewell |
| Accept Questions | Not Applicable | | |

**Internal Information (For Internal Use Only)**

| | |
|---|---|
| Procurement Title/Project Name | 092424 Tax-Exempt Municipal Leasing |

### Requirement

| | | |
|---|---|---|
| Are suppliers required to agree to a Non-Disclosure Agreement(NDA)/Document Access Control to access the solicitation documents? | No | |
| Do you want suppliers to notify you of their Intent to Respond(ITR) to your solicitation? | No | |
| Schedule a Pre-Bid Meeting or Site Meeting | Yes | 1 Recommended \| 09/05/2024 10:00:00 CT \| Online Conference |

Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.

### Advertisement

**Basic Settings**

| | | | |
|---|---|---|---|
| Solicitation Type | Open to all suppliers | Estimated Contract Amount | |
| Publish Date | 08/06/2024 | Closing Date & Time | 09/24/2024 16:30:00 CT |
| Publish Option | | Value Range for this Solicitation | 10,000,001 over |

**Selected Categories**

Consulting Services ()

| | |
|---|---|
| Financial Services | Financial/Insurance Products And Services: Auditors, Investors, Brokers, Banks Atm Machines, General Insurance & Risk Management Services, Consultant Tax Recovery, Purchasing/Corporate Cards, Credit Card Services, Corporate Sponsorship, Auctioneers, Parking Meters, Leasing/Credit Checks, Actuarial services, POS Sytems, Collection Services etc |

**Solicitation Overview**

Sourcewell
Formerly NJPA

**Tax-Exempt Municipal Leasing with Related Services**

092424

Closing Date: 09/24/2024 04:30:00 PM CT

Detail:

**Sourcewell**, a State of Minnesota local government unit and service cooperative, **is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [**https://proportal.sourcewell-mn.gov**]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at** 4:30 p.m. Central Time, **and** late proposals will not be considered.

### Bid Documents

**Bid Document** Menu

No Data Found

© Copyright 2024 R2CoW. All Rights Reserved. Powered by Biddingo.com
[ User Manuals / Support ]

1 Preview
2 Amendments
3 Bid Results
4 Award
5 Audit

Sourcewell

# Preview

Print

Notice | Categories

## Basic Information

**Estimated Contract Value (CAD)**
180,000,000.00 (Not shown to suppliers)

**Reference Number**
0000275821

**Issuing Organization**
Sourcewell

**Solicitation Type**
RFP - Request for Proposal (Formal)

**Solicitation Number**
092424

**Title**
Tax-Exempt Municipal Leasing with Related Services

**Source ID**
PP.CO.USA.868485.C88455

## Details

**Location**
Canada, All of Canada, All of Canada

**Purchase Type**
Duration: 4 years

**Description**
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other...
See more

## Dates

**Publication Date**
2024/08/06 10:29:39 AM EDT

**Question Acceptance Deadline**
2024/09/16 05:30:00 PM EDT

**Questions are submitted online**
No

**Closing Date**
2024/09/24 05:30:00 PM EDT

**Bid Intent**
Not Available

**Prebid Conference**
2024/09/05 11:00:00 AM EDT

## Contact Information

Procurement Department

218-894-1930

rfp@sourcewell-mn.gov

## Pre-Bidding Events

**Event Type**
Prebid Conference

**Attendance**
Recommended

**Event date**
2024/09/05 11:00:00 AM EDT

**Location**
Online Conference

**Event Note**
Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal

## Bid Submission Process

**Bid Submission Type**
Electronic Bid Submission

**Pricing**
In attached document

**Bid Documents List**

| Item Name | Description | Mandatory | Limited to 1 file |
|---|---|---|---|
| Bid Documents | Documents defining the proposal | Yes | No |

© MERX - All rights reserved. No part of the information on this Web Site may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior permission of MERX and the Minister of the participating government department (if applicable). MERX, the Minister nor the Contracting Authority will assume responsibility or liability for the accuracy of the information contained in the publication.

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910

DeseretNews

# PROOF OF PUBLICATION

# CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL
Julie Riebe
PO Box 219
Staples, MN 56479-0219

ACCOUNT NUMBER

53941

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5483

ORDER #

DN0025354

CUSTOMER REFERENCE NUMBER

RFP Tax-Exempt Municipal Leasing w/ Related Srcvs

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities.

TOTAL COST

$40.56

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.
**DN0000000**

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE FOR SOURCEWELL** WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 08/07/2024

DATE 08/09/2024

SIGNATURE Karyn Vigil

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 9th DAY OF AUGUST IN THE YEAR 2024

BY KARYN VIGIL

LENEA TAPUSOA
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 737955
COMM. EXP. 07-01-2028

L Tapusoa
NOTARY PUBLIC SIGNATURE

90 S 400 W STE 600
SALT LAKE CITY, UT 84101-1431

The Salt Lake Tribune

# PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL
CAROL JACKSON
PO BOX 219
Staples, MN 56479
Carol.Jackson@sourcewell-mn.gov

ACCOUNT NUMBER

21495

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5481

ORDER #

SLT0028790

CUSTOMER REFERENCE NUMBER

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities.

TOTAL COST

$51.80

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SLT0028790**

AFFIDAVIT OF PUBLICATION

AS THE SALT LAKE TRIBUNE, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. FOR SOURCEWELL WAS PUBLISHED BY THE SALT LAKE TRIBUNE, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 08/06/2024, 08/07/2024

DATE 08/16/2024 SIGNATURE

STATE OF UTAH
COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 16th DAY OF AUGUST IN THE YEAR 2024

BY Doug Ryle

LAREE WHITMER
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 715683
COMM. EXP. 12-09-2024

NOTARY PUBLIC SIGNATURE

Docusign Envelope ID: B6F9175B-12F4-4DC6-855D-9BB2CD8D123F

# Proposal Evaluation
## Tax-Exempt Municipal Leasing with Related Services RFP #092424

| | Possible Points | Community First National Bank | Grant Capital Management, Inc. | NCL Government Capital | Republic First National |
|---|---|---|---|---|---|
| **Conformance to RFP Requirements** | **Pass/Fail** | Pass | Pass | Pass | Pass |
| **Financial Viability and Marketplace Success** | **50** | 45 | 37 | 40 | 34 |
| **Ability to Sell and Deliver Solutions** | **150** | 133 | 96 | 133 | 101 |
| **Marketing Plan** | **100** | 87 | 72 | 87 | 74 |
| **Value Added Attributes** | **100** | 79 | 68 | 81 | 79 |
| **Depth and Breadth of Offered Solutions** | **200** | 165 | 136 | 174 | 143 |
| **Pricing** | **400** | 345 | 266 | 355 | 279 |
| **Total Points** | **1,000** | **854** | **675** | **870** | **710** |
| Rank Order | | 2 | 4 | 1 | 3 |

DocuSigned by: Lisa Truax 04A338655E9E49E...
Lisa Truax, CPPB,
Senior Procurement Analyst

Signed by: Jonathan Love 34FCC9BCA201409...
Jonathan Love, MA,
Procurement Analyst II

DocuSigned by: Paul Dotson 948306E349B2428...
Paul Dotson, MA, Associate DBIA,
Procurement Analyst II

Signed by: Brittney Cotner A22070A2881D440...
Brittney Cotner,
Procurement Analyst

# RFP #092424
# REQUEST FOR PROPOSALS
# for
# Tax-Exempt Municipal Leasing with Related Services

## Proposal Due Date: September 24, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

### SOLICITATION SCHEDULE

| | |
|---|---|
| Public Notice of RFP Published: | August 6, 2024 |
| Pre-proposal Conference: | September 5, 2024, 10:00 a.m., Central Time |
| Question Submission Deadline: | September 16, 2024, 4:30 p.m., Central Time |
| **Proposal Due Date:** | **September 24, 2024, 4:30 p.m., Central Time**<br>Late responses will not be considered. |
| Opening: | September 24, 2024, 4:30 p.m., Central Time<br>See RFP Section V.G. "Opening" |

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## II. SOLICITATION DETAILS

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Tax-Exempt Municipal Leasing[1] with Related Services, including, but not limited to:

    a. Tax-exempt financing solutions for the lease of a broad variety of assets, commodities, equipment, and improvements; and,

    b. Related services in connection with the financing described in 1.a. above, including, but not limited to, delivery, end of lease, asset, or contract management tools, or similar services.

2. The primary focus of this solicitation is on Tax-Exempt Municipal Leasing with Related Services. Proposers may offer other financing alternatives and related services to the extent that they are complementary to 1.a. and 1.b. above, such as:

    a. Fair Market Value or Buy Out Leasing, traditional financing, and commercial leasing services.

3. The primary focus of this solicitation is on Tax-Exempt Municipal Leasing with Related Services for the lease of a broad variety of assets, commodities, equipment, and improvements by Sourcewell and Sourcewell Participating Entities. This solicitation should NOT be construed to include:

    a. Rental products or equipment; or,
    b. Single asset class or asset type financing or leasing solutions (vehicle-only, technology-only, or similar).

[1] For Canadian entities, "Tax-Exempt Municipal Leasing" is to be construed as MASH sector leasing/financing.

4. This solicitation does not include those products, equipment, or services covered under categories included in pending or planned Sourcewell solicitations or in contracts currently maintained by Sourcewell, identified below:

    a. Fleet Management Services (RFP #030122).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 45 Million. Therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
      i. **NOTE – for this solicitation, Percentage Discount from Catalog or Category is construed to include a proposal for pricing on a percentage below/above an index. If using index(es), indicate the one(s) that will be used for tax-exempt municipal leasing and why you chose the index(es).**
         1. **Describe how Participating Entities will verify the rates. Provide a link to the index(es), if available. See the Questionnaire in the Sourcewell Procurement Portal to answer.**
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

## IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## V. RFP PROCESS

### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation

opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of

proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.
In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

## E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

## F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

## VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
    a. A comprehensive selection of the requested equipment, products, or services;
    b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
    c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

| | |
|---|---|
| Conformance to RFP Requirements | Pass/Fail |
| Financial Viability and Marketplace Success | 50 |
| Ability to Sell and Deliver Solutions | 150 |
| Marketing Plan | 100 |
| Value Added Attributes | 100 |
| Depth and Breadth of Offered Solutions | 200 |
| Pricing | 400 |
| **TOTAL POINTS** | **1000** |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

## E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

08/14/2024

Addendum No. 1
Solicitation Number: RFP 092424
Solicitation Name: Tax-Exempt Municipal Leasing with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Will Sourcewell consider having 2 finance companies supporting the finance program?

**Answer 1:**

Refer to RFP Section VI. Evaluation and Award. The intent of Sourcewell is to award one or more contracts to responsive and responsible proposers that are separate and distinct from any previous solicitation. Award(s) will be limited to the number of proposers Sourcewell determines is necessary to meet Participating Entities' needs.

**Question 2:**

Does having a corp location in the State of MN add weight to the proposal?

**Answer 2:**

Proposal evaluation will be based on the scoring criteria outlined in RFP Section VI. Evaluation and Award, Section B. Awards, and the Sourcewell Evaluator Scoring Guide located on the Sourcewell Procurement Portal under Resource Materials.

---

End of Addendum

Acknowledgement of this Addendum to RFP 092424, posted to the Sourcewell Procurement Portal on 08/14/2024, is required at the time of proposal submittal.

Docusign Envelope ID: 92DD6274-918F-4CEC-B431-42D7542C7737

Proposal Opening Record

Date of opening: September 24, 2024

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 24, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

The undersigned certify that all responses received on Request for Proposal #092424 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

NCL Government Capital – Submitted Tue Sep 24, 2024 10:45:10 AM
Republic First National – Submitted Tue Sep 24, 2024 12:21:20 PM
Grant Capital Management, Inc. – Submitted Tue Sep 24, 2024 4:21:16 PM
Community First National Bank – Submitted Tue Sep 24, 2024 9:33:39 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 24, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Lisa Truax
04A338655E9E49E...

Lisa Truax, CPPB, Senior Procurement Analyst

DocuSigned by:
Julie Riebe
74DB922AE0B4411...

Julie Riebe, Procurement Analyst II

**$8,221,170.11 AGGREGATE PRINCIPAL AMOUNT**
**SCHEDULES OF EQUIPMENT NO. 5 AND NO. 6,**
**EACH DATED AS OF NOVEMBER 30, 2026, TO**
**MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
**DATED AS OF AUGUST 27, 2026, BETWEEN**
**LEASE SERVICING CENTER, INC.**
**DBA NCL GOVERNMENT CAPITAL, AS LESSOR, AND THE**
**CITY OF BOYNTON BEACH, FLORIDA, AS LESSEE**

**CLOSING DATE: NOVEMBER 30, 2026**

**LIST OF CLOSING DOCUMENTS**

| Document Number | |
|---|---|
| 1. | Copy of Master Equipment Lease Purchase Agreement dated August 27, 2026. |
| 2. | Schedule of Equipment No. 5 (Five-Year Lease), together with the following attachments: |
| | Attachment 1: Equipment Description.<br>Attachment 2: Payment Schedule. |
| 3. | Schedule of Equipment No. 6 (Seven-Year Lease), together with the following attachments: |
| | Attachment 1: Equipment Description.<br>Attachment 2: Payment Schedule. |
| 4. | Escrow Agreement, together with the following schedules: |
| | Schedule 1: Form of Payment Request and Acceptance Certificate.<br>Schedule 2: Final Acceptance Certificate.<br>Schedule 3: Incumbency Certificate regarding Authorized Lessee Representatives.<br>Schedule 4: Incumbency Certificate regarding Authorized Lessor Representatives.<br>Schedule 5: Escrow Agent Fees.<br>Schedule 6: Investment Authorization Form. |
| 5. | Federal Tax Agreement, together with the following exhibits: |
| | Exhibit A: Amortization Schedule and Calculation of Aggregate Weighted Average Maturity and Yield of the Leases.<br>Exhibit B: IRS Form 8038-G.<br>Exhibit C: Description of Equipment Expected to Comprise the Financed Assets; Sources and Uses of Funds; Reimbursement<br>Exhibit C-1: Description of Financed Assets.<br>Exhibit C-2: Reimbursement Resolution.<br>Exhibit D: Sample Annual Compliance Checklist.<br>Exhibit E: Post Issuance Compliance Written Procedures. |
| 6. | Opinion of Lessee's Counsel (validity opinion). |
| 7. | Lessee's Closing Certificate, together with evidence of authorization from Lessee's governing body. |
| 8. | Essential Use Certificate. |
| 9. | Opinion of Special Tax Counsel to Lender (tax opinion). |

**Document Number**

10. Insurance Coverage Requirements, together with certificates of insurance.

11. Lessee's Form W-9.

12. Florida Division of Bond Finance Filings.

13. Notice of Assignment; Assignment; UCC-1 Financing Statement (chattel paper filing).

14. Lender Documents:

    A. Disclosure Letter.
    B. Issue Price Certificate.
    C. Anti-Human Trafficking Affidavit.

# # #

**SCHEDULE OF EQUIPMENT NO. 5**
**(FIVE-YEAR LEASE)**

**COUNTERPART NO. ____ OF 2**

**LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.**

Re: $2,995,633.66 Schedule of Equipment No. 5 dated as of November 30, 2026 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement" and, as amended and supplemented by this Schedule, the "Lease"), each between Lease Servicing Center, Inc. DBA NCL Government Capital, as Lessor, and the City of Boynton Beach, Florida, as Lessee

**1. Defined Terms.** All terms used herein have the meanings ascribed to them in the Master Agreement.

**2. Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

**3. Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

**4. Representations, Warranties and Covenants.**

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided Lessor with audited financial statements through September 30, 2025. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since September 30, 2025.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into the Lease and this Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

**5. Tax Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) Lessee has incurred, or will incur within six (6) months after the date hereof, a substantial binding obligation to a third party to spend at least 5% of proceeds of this Schedule to acquire the Equipment described herein. The completion of the acquisition of such Equipment and the allocation of proceeds of this Schedule to expenditures will proceed with due diligence. At least 85% of the proceeds of this Schedule will be allocated to expenditures to acquire such Equipment within three (3) years after the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the final payment of Rental Payments listed herein.

(e) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(g) Lessee has not designated the Lease and this related Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code.

(h) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

**6. Incorporation of the Master Agreement Terms and Provisions.** Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent that they relate solely to other Leases or Equipment listed on other Schedules), except as specifically amended by this Schedule, are hereby incorporated by reference and made a part hereof.

**7. Purchase Option; Prepayment.** Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on July 1, 2029, and any Rental Payment Date thereafter at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 31 of the Master Agreement. In the event there is no applicable Purchase Price set forth on the Payment Schedule, the Purchase Price for any prepayment with respect to this Schedule pursuant to the provisions of Section 31(a)(ii) of the Master Agreement shall be in an amount equal to 103.5% of the outstanding principal balance hereof.

Dated: November 30, 2026.

**LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL**

By: _____
Name: _____
Title: _____
Address: 510 22nd Avenue East, Ste. 501
Alexandria, MN 56308

**CITY OF BOYNTON BEACH, FLORIDA**

By: _____
Name: _____
Title: _____
Address: 100 East Ocean Avenue
Boynton Beach, FL 33435

**ATTACHMENT 1 TO**
**SCHEDULE OF EQUIPMENT NO. 5**

**EQUIPMENT DESCRIPTION**

**Equipment Description:***
The Equipment consists of the following vehicles and related equipment for use by Lessee's Police Department, Fire Department and Solid Waste Department, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof. See **Exhibit A** attached hereto for a further description of the Equipment.

**Equipment Locations:**
The Equipment will be garaged at the following locations:
*[To be provided by Lessee]*

**Vendors:**
The Vendors for the Equipment will be identified in the Certificate of Acceptance and Payment Requests submitted to Lessor for approval pursuant to the Escrow Agreement dated as of November 30, 2026 (the "Escrow Agreement"), among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

---

* This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Lessor for approval pursuant to the Escrow Agreement dated as of November 30, 2026, among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

**EXHIBIT A TO**
**ATTACHMENT 1 TO**
**SCHEDULE OF EQUIPMENT NO. 5**

## EQUIPMENT DESCRIPTION

| CC | DEPARTMENT | UNIT# | | DESCRIPTION OF REPLACEMENT | ACTUAL AMT | UPFIT COST | FINAL QUOTE |
|---|---|---|---|---|---|---|---|
| 021011 | POLICE DEPARTMENT | 3915 | 2018 CHEVY MAILBU | FORD EXPLORER NON PURSUIT OR SIMILAR SUV | $ 35,417.00 | $ 4,774.00 | $ 40,191.00 |
| 021011 | POLICE DEPARTMENT | 3918 | 2019 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 3837 | 2018 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 3863 | 2018 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 3838 | 2018 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 3835 | 2018 FORD FUSION | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 3016 | 2020 FORD ESCAPE | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 7100 | 2021 DODGE DURANGO | FORD EXPLORER NON PURSUIT OR SIMILAR SUV | $ 35,417.00 | $ 4,774.00 | $ 40,191.00 |
| 021011 | POLICE DEPARTMENT | 3303 | 2023 CHEVY TAHOE | CHEVY TAHOE OR SILVERADO | $ 51,219.00 | $ 4,774.00 | $ 55,993.00 |
| 021011 | POLICE DEPARTMENT | 3223 | 2022 CHEVY TAHOE | FORD EXPLORER NON PURSUIT OR SIMILAR SUV OR PICK UP | $ 51,436.00 | $ 11,163.78 | $ 62,599.78 |
| 021011 | POLICE DEPARTMENT | 3056 | 2020 GMC ARCADIA | FORD EXPLORER NON PURSUIT OR SIMILAR SUV | $ 35,417.00 | $ 4,774.00 | $ 40,191.00 |
| 021011 | POLICE DEPARTMENT | 3420 | 2021 CHEVY TRAVERSE | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 3234 | 2021 CHEVY TRAVERSE | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 3229 | 2021 CHEVY TRAVERSE | CHEVY TRAVERSE OR SIMILAR SUV | $ 39,144.00 | $ 4,774.00 | $ 43,918.00 |
| 021011 | POLICE DEPARTMENT | 4027 | 2020 CHEVY TAHOE | FORD F-150 RESPONDER MARKED K9 PACKAGE | $ 50,794.00 | $ 26,700.98 | $ 77,494.98 |
| 021011 | POLICE DEPARTMENT | 4968 | 2019 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4276 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4057 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4274 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4034 | 2020 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4052 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4271 | 2022 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4054 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4050 | 2021 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| 021011 | POLICE DEPARTMENT | 4301 | 2023 FORD INTERCEPTOR | FORD INTERCEPTOR HYBRID- MARKED | $ 46,762.00 | $ 14,947.49 | $ 61,709.49 |
| | | | | | | | |
| 022010 | FIRE | 847 | 2013 FORD F250 | FORD F250 / F350 - CREW CAB, WHITE, , 4X4 , 6.7 DIESEL, STX., UTILITY BODY | $ 106,787.00 | | $ 106,787.00 |
| 022010 | FIRE | 899 | 2020 FORD ESCAPE | CHEVY TAHOE , WHITE, ADMIN PKG LIGHTS, VISIOR RED/CLEAR , REAR WINDOW | $ 71,912.00 | | $ 71,912.00 |
| 022010 | FIRE | 869 | 2020 FORD EXPLORER | CHEVY SURBURBAN, RED , PPV PACKAGE , RED/WHITE LIGHT PACKAGE | $ 80,127.00 | | $ 80,127.00 |
| 022010 | FIRE | 848 | 2013 FORD F150 | CHEVY TAHOE PPV, WHITE, LIGHTS , SIREN, NO CENTER CONSOLE, NO BRUSH GUARD | $ 62,224.00 | | $ 62,224.00 |
| | | | | | | | |
| 025015 | SOLID WASTE | 1207 | 2022 AUTOCAR AUOTMATED SIDE LOADER | MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR SIMILAR | $ 448,522.00 | | $ 448,522.00 |
| 025015 | SOLID WASTE | 1208 | 2022 AUTOCAR AUOTMATED SIDE LOADER | MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR SIMILAR | $ 448,522.00 | | $ 448,522.00 |
| 025015 | SOLID WASTE | 1209 | 2022 PETERBILT AUTOMATED SIDE LOADER | MACK LR W/ HEIL SENTIEN AUTOMATED SIDE LOADER, 360 CAMERAS OR SIMILAR | $ 448,522.00 | | $ 448,522.00 |

**ATTACHMENT 2 TO**
**SCHEDULE OF EQUIPMENT NO. 5**

**PAYMENT SCHEDULE**

Principal Amount: $2,995,633.66
Interest Rate: 5.49%, 30/360 basis
Commencement Date: November 30, 2026

Rental Payments will be made in accordance with **Section 9** of the Master Agreement and this Payment Schedule.

| Rental Payment Date | Total Rental Payment | Interest Portion | Principal Portion | Purchase Price [1] |
|---|---|---|---|---|
| 07/01/2027 | 686,410.94 | 96,392.00 | 590,018.94 | N/A |
| 07/01/2028 | 686,410.94 | 132,068.25 | 554,342.69 | N/A |
| 07/01/2029 | 686,410.94 | 101,634.83 | 584,776.11 | $1,310,823.28 |
| 07/01/2030 | 686,410.94 | 69,530.63 | 616,880.31 | 672,352.16 |
| 07/01/2031 | 685,279.51 | 35,663.90 | 649,615.61 | 0.00 |
| Totals | $3,430,923.27 | $435,289.61 | $2,995,633.66 | |

**CITY OF BOYNTON BEACH, FLORIDA**

By: _____
Name: _____
Title: _____

[1] Lessee's option to purchase is subject to the provisions of Section 31 of the Master Agreement, as amended by Section 7 of this Schedule.

**SCHEDULE OF EQUIPMENT NO. 6**
**(SEVEN-YEAR LEASE)**

**COUNTERPART NO. ____ OF 2**

**LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.**

Re: $5,225,536.45 Schedule of Equipment No. 6 dated as of November 30, 2026 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement" and, as amended and supplemented by this Schedule, the "Lease"), each between Lease Servicing Center, Inc. DBA NCL Government Capital, as Lessor, and the City of Boynton Beach, Florida, as Lessee

**1. Defined Terms.** All terms used herein have the meanings ascribed to them in the Master Agreement.

**2. Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

**3. Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

**4. Representations, Warranties and Covenants.**

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided Lessor with audited financial statements through September 30, 2025. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since September 30, 2025.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into the Lease and this Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

**5. Tax Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) Lessee has incurred, or will incur within six (6) months after the date hereof, a substantial binding obligation to a third party to spend at least 5% of proceeds of this Schedule to acquire the Equipment described herein. The completion of the acquisition of such Equipment and the allocation of proceeds of this Schedule to expenditures will proceed with due diligence. At least 85% of the proceeds of this Schedule will be allocated to expenditures to acquire such Equipment within three (3) years after the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the final payment of Rental Payments listed herein.

(e) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(g) Lessee has not designated the Lease and this related Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code.

(h) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

**6. Incorporation of the Master Agreement Terms and Provisions.** Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent that they relate solely to other Leases or Equipment listed on other Schedules), except as specifically amended by this Schedule, are hereby incorporated by reference and made a part hereof.

**7. Purchase Option; Prepayment.** Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on July 1, 2029, and any Rental Payment Date thereafter at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 31 of the Master Agreement. In the event there is no applicable Purchase Price set forth on the Payment Schedule, the Purchase Price for any prepayment with respect to this Schedule pursuant to the provisions of Section 31(a)(ii) of the Master Agreement shall be in an amount equal to 103.5% of the outstanding principal balance hereof.

Dated: November 30, 2026.

**LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL**

By: _____
Name: _____
Title: _____
Address: 510 22nd Avenue East, Ste. 501
Alexandria, MN 56308

**CITY OF BOYNTON BEACH, FLORIDA**

By: _____
Name: _____
Title: _____
Address: 100 East Ocean Avenue
Boynton Beach, FL 33435

**ATTACHMENT 1 TO**
**SCHEDULE OF EQUIPMENT NO. 6**

**EQUIPMENT DESCRIPTION**

**Equipment Description:**
The Equipment consists of the following vehicles and related equipment for use by Lessee's Fire Department, Solid Waste Department, Parks Department and other departments of Lessee, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof. See **Exhibit A** attached hereto for a further description of the Equipment.

**Equipment Locations:**
The Equipment will be garaged at the following locations:
*[To be provided by Lessee]*

**Vendors:**
The Vendors for the Equipment will be identified in the Certificate of Acceptance and Payment Requests submitted to Lessor for approval pursuant to the Escrow Agreement dated as of November 30, 2026 (the "Escrow Agreement"), among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

---

* This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Lessor for approval pursuant to the Escrow Agreement dated as of November 30, 2026, among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

**EXHIBIT A TO**
**ATTACHMENT 1 TO**
**SCHEDULE OF EQUIPMENT NO. 5**

**EQUIPMENT DESCRIPTION**

| CC | DEPARTMENT | UNIT# | | DESCRIPTION OF REPLACEMENT | ACTUAL AMT | UPFIT COST | FINAL QUOTE |
|---|---|---|---|---|---|---|---|
| 022010 | FIRE | 8604 | 2006 LAND PRIDE UTILITY CART | CAN AM UTV SERV CART | $ 46,476.49 | | $ 46,476.49 |
| 022010 | FIRE | 8919 | 2019 MOTO UTILITY CART | CAN AM UTV SERV CART | $ 46,476.49 | | $ 46,476.49 |
| 022010 | FIRE | 890 | 2009 CHEVY EXPRESS VAN | FORD T150 CARGO VAN ,WHITE CARGO LIGHT | $ 57,632.00 | | $ 57,632.00 |
| 025015 | SOLID WASTE | 1975 | 2019 CHEVY SILVERADO | FORD F150 CREW CAB, HYBRID, STROBES, TOW PKG OR SIMILAR | $ 52,793.00 | | $ 52,793.00 |
| 025015 | SOLID WASTE | 1862 | 2018 FREIGHTLINER GRAPPLE TRUCK | MACK MD7 TRASH TRUCK | $ 167,770.00 | | $ 167,770.00 |
| 025015 | SOLID WASTE | 1003 | 2020 AUTOCAR REAR LOADER | MACK GRANITE W/ HEIL REAR LOADER 28CYD, DUAL TIPPER, 360 CAMERAS | $ 365,942.00 | | $ 365,942.00 |
| 025015 | SOLID WASTE | 1980 | 2019 AUTOCAR ROLL OFF | MACK TE OR GRANITE ROLL OFF TRUCK W/ GALBREATH HOIST | $ 301,285.00 | | $ 301,285.00 |
| 025011 | FACILITIES | 8654 | 2016 GENIE ARTICULATED | FORD F550/600 , GAS, WITH TEREX 40 ARTICULATING / | $ 229,000.00 | | $ 229,000.00 |
| 014010 | FINANCE | 7702 | FORD EXPLORER | CHEVY TAHOE | $ 66,853.00 | | $ 66,853.00 |
| 027030 | PARKS & GROUNDS | 8651 | 2016 BOBCAT | CAT 265 TRACK LOADER , AC, GRAPPLE BUCKET, STUMP GRINDER | $ 137,905.00 | | $ 137,905.00 |
| 027030 | PARKS & GROUNDS | 5912 | 2019 CHEVY SILVERADO | FORD F150 CREW CAB, HYBRID, STROBES, TOW PKG OR SIMILAR | $ 58,860.00 | | $ 58,860.00 |
| 027030 | PARKS & GROUNDS | 8907 | 2019 POLARIS UTV | KUBUTA UTV, DUMP BED | $ 22,434.41 | | $ 22,434.41 |
| 031010 | BB MEMORIAL PARK | 8511 | 2000 12FT OPEN UTILITY TRAILER | 10 FT DUMP TRAILER | $ 8,265.79 | | $ 8,265.79 |
| 031010 | BB MEMORIAL PARK | 8512 | 2000 12FT OPEN UTILITY TRAILER | 16 FT ENCLOSED TRAILER | $ 8,736.58 | | $ 8,736.58 |
| 025012 | BEAUTIFICATION & STREETS | 5904 | 2019 CHEVY SILVERADO | FORD F250, CREW CAB, 4X4, TOW PKG | $ 63,460.00 | | $ 63,460.00 |
| 028011 | PUBLIC WATER TREATMENT | 2365 | 2016 FORD F350 UTILITY BODY | FORD F350, UTILITY BODY, VMAC COMPRESSOR, VISE | $ 98,312.00 | | $ 98,312.00 |
| 028010 | WATER DISTRIBUTION | 8122 | 2002 WELLS FARGO TRAILER | 8.5 X 20FT ENCLOSED TRAILER , RAMP DOOR FLAT NOSE | $ 12,152.66 | | $ 12,152.66 |
| 028016 | WASTEWATER PUMPING | 2538 | 2016 FORD ESCAPE | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT ATTIRES, | $ 64,544.00 | | $ 64,544.00 |
| 028016 | WASTEWATER PUMPING STATNS | 2637 | 2015 F550 UTILITY BODY WITH CRANE | FORD F550, DIESEL, UTILITY BODY,HC8XA UTO CRANE, VISE, LIGHT BAR | $ 192,855.00 | | $ 192,855.00 |
| 028016 | WASTEWATER PUMPING STATNS | 2640 | 2015 F550 UTILITY BODY WITH CRANE | FORD F550, DIESEL, UTILITY BODY,HC8XA UTO CRANE, VISE, LIGHT BAR | $ 192,855.00 | | $ 192,855.00 |
| 028023 | UTILITES ENGINEERING | 2904 | 2019 CHEVY SILVERADO | FORD F150 OR CHEVY/GMC 1500 CREW CAB, LONG BED,4X4,STROBES, LGT BAR | $ 58,860.00 | | $ 58,860.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 028023 | UTILITES ENGINEERING | 2043 | 2019 FORD ESCAPE | FORD F150 OR CHEVY/GMC 1500 CREW CAB, LONG BED,4X4,STROBES, LGT BAR | $ 58,860.00 | | $ 58,860.00 |
| 028015 | WASTEWATER COLLECTION | 1833 | WACH VALVE ADJUSTING TRAILER | FORD F550, EXT CAB, GAS WITH WACH VALVE ADJUSTING SKID BODY | $ 236,695.00 | | $ 236,695.00 |
| 027030 | PARKS & GROUNDS | NEW | 2010 CHEVY SILVERADO 3500 DUMP TRUCK 6005 DNR | FORD F550,CREW CAB DIESEL, 9 FT HYD DUMP BODY, ELEC TARP, TOW PKG | $ 106,019.00 | | $ 106,019.00 |
| 024011 | BUILDING | NEW | 2022 FORD MAVERICK (6201 - | FORD MAVERICK, HYBRID, STROBES, BED COVER | $ 33,196.00 | | $ 33,196.00 |
| 024011 | BUILDING | NEW | 2022 FORD MAVERICK (6202 - | FORD MAVERICK, HYBRID, STROBES, BED COVER | $ 33,196.00 | | $ 33,196.00 |
| 028014 | METER READING & | NEW | TO BE BUDGETED SEPARATELY- | FORD MAVERICK, HYBRID, STROBES, BED COVER | $ 33,196.00 | | $ 33,196.00 |
| 028011 | PUBLIC WATER TREATMENT | NEW | TO BE BUDGETED SEPARATELY- NEW ADDITION | FORD F250 OR CHEVY/GMC 2500 4X4 | $ 64,544.00 | | $ 64,544.00 |
| 028021 | UTILITY ADMINISTRATION | NEW | TO BE BUDGETED SEPARATELY- DNR REPLACE 3625 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $ 64,544.00 | | $ 64,544.00 |
| 028021 | UTILITY ADMINISTRATION | NEW | TO BE BUDGETED SEPARATELY- DNR REPLACE 4813 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $ 64,544.00 | | $ 64,544.00 |
| 028010 | WATER DISTRIBUTION | NEW | TO BE BUDGETED SEPARATELY- DNR REPLACE 3631 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $ 64,544.00 | | $ 64,544.00 |
| 028024 | STORMWATER MAINTENANCE | NEW | TO BE BUDGETED SEPARATELY- DNR REPLACE 4213 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $ 64,544.00 | | $ 64,544.00 |
| 028015 | WASTEWATER COLLECTION | NEW | TO BE BUDGETED SEPARATELY- DNR REPLACE 863 | FORD F250 OR CHEVY/GMC 2500 4X4, 3" LIFT AT TIRES, STROBES, ROLL N LOCK | $ 64,544.00 | | $ 64,544.00 |
| 028024 | STORMWATER MAINTENANCE | NEW | TO BE BUDGETED SEPARATELY- DNR REPLACE 2522 | FORD F350, 9FT UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR | $ 98,312.00 | | $ 98,312.00 |
| 028024 | STORMWATER MAINTENANCE | NEW | TO BE BUDGETED SEPARATELY- DNR REPLACE 2501 | FORD F350, 9FT UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR | $ 98,312.00 | | $ 98,312.00 |
| 028024 | STORMWATER MAINTENANCE | NEW | TO BE BUDGETED SEPARATELY- DNR REPLACE 2527 | FORD F350, 9FT UTILITY BODY, VMAC COMPRESSOR, VISE, LIGHT BAR | $ 101,568.00 | | $ 101,568.00 |
| 025015 | SOLID WASTE | NEW | TO BE BUDGETED SEPARATELY BY DEPARTMENT | MACK GRANITE W/ HEIL SPLIT BODY RECYCLE TRUCK | $ 489,787.00 | | $ 489,787.00 |
| 025015 | SOLID WASTE | NEW | TO BE BUDGETED SEPARATELY BY DEPARTMENT | INTERNATIONAL WITH 50 YD ROTOBECK GRAPPLE, CAMERAS, SCALE | $ 336,810.00 | | $ 336,810.00 |
| 025015 | SOLID WASTE | NEW | TO BE BUDGETED SEPARATELY BY DEPARTMENT | INTERNATIONAL WITH 50 YD ROTOBECK GRAPPLE, CAMERAS, SCALE | $ 336,810.00 | | $ 336,810.00 |
| 028015 | WASTEWATER COLLECTION | NEW | TO BE BUDGETED SEPARATELY BY DEPARTMENT | FORD F550, GAS WITH CUES TV BODY & EQUIPMENT | $ 622,043.03 | | $ 622,043.03 |

**ATTACHMENT 2 TO**
**SCHEDULE OF EQUIPMENT NO. 6**

**PAYMENT SCHEDULE**

Principal Amount: $5,225,536.45
Interest Rate: 5.58%, 30/360 basis
Commencement Date: November 30, 2026

Rental Payments will be made in accordance with **Section 9** of the Master Agreement and this Payment Schedule.

| Rental Payment Date | Total Rental Payment | Interest Portion | Principal Portion | Purchase Price [1] |
|---|---|---|---|---|
| 07/01/2027 | 901,978.78 | 170,901.17 | 731,077.61 | N/A |
| 07/01/2028 | 901,978.78 | 250,790.80 | 651,187.98 | N/A |
| 07/01/2029 | 901,978.78 | 214,454.51 | 687,524.27 | $3,266,197.72 |
| 07/01/2030 | 901,978.78 | 176,090.66 | 725,888.12 | 2,514,903.52 |
| 07/01/2031 | 901,978.78 | 135,586.10 | 766,392.68 | 1,721,687.09 |
| 07/01/2032 | 901,978.78 | 92,821.39 | 809,157.39 | 884,209.19 |
| 07/01/2033 | 901,978.81 | 47,670.41 | 854,308.40 | 0.00 |
| Totals | $6,313,851.49 | $1,088,315.04 | $5,225,536.45 | |

**CITY OF BOYNTON BEACH, FLORIDA**

By: _____
Name: _____
Title: _____

[1] Lessee's option to purchase is subject to the provisions of Section 31 of the Master Agreement, as amended by Section 7 of this Schedule.

**FORM OF OPINION OF LESSEE COUNSEL**

*[Validity Opinion - To be furnished on Attorney's letterhead.]*

November 30, 2026

Lease Servicing Center, Inc. DBA NCL Government Capital
510 22nd Avenue East, Ste. 501
Alexandria, MN 56308

Re: $8,221,170.11 Aggregate Principal Amount -- Schedules of Equipment No. 5 and No. 6, each dated as of November 30, 2026 (together, the "Schedules"), to Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement"), between Lease Servicing Center, Inc. DBA NCL Government Capital, as lessor ("Lessor"), and the City of Boynton Beach, Florida, as lessee ("Lessee")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) executed counterparts of the Master Agreement and the Schedules, which, among other things, provide for the lease by Lessee from Lessor of certain equipment listed in the Schedules (collectively, the "Equipment"), (b) an executed counterpart of the Escrow Agreement dated as of November 30, 2026 (the "Escrow Agreement"), among Lessor, Lessee and U.S. Bank National Association, as escrow agent, (c) an executed copy of the Federal Tax Agreement (the "Agreement") from Lessee, (d) an executed copy of the ordinance, resolution or other evidence of authorization from Lessee which, among other things, authorizes Lessee to execute the Master Agreement, the Schedules, the Escrow Agreement and the Tax Agreement (collectively, the "Transaction Documents"), and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a duly and regularly created, organized and existing political subdivision and public body corporate and politic of the State of Florida, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Transaction Documents and to perform its obligations thereunder.

3. The Transaction Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Transaction Documents are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval and execution of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding or procurement laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

6. The Equipment to be leased pursuant to the Schedules constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.

7. The authorization, execution, delivery and performance of the Transaction Documents by Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

All capitalized terms herein will have the same meanings as in the Master Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments under the Schedules from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

**LESSEE'S CLOSING CERTIFICATE**

**$8,221,170.11 AGGREGATE PRINCIPAL AMOUNT**
**SCHEDULES OF EQUIPMENT NO. 5 AND NO. 6,**
**EACH DATED AS OF NOVEMBER 30, 2026, TO**
**MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
**DATED AS OF AUGUST 27, 2026, BETWEEN**
**LEASE SERVICING CENTER, INC.**
**DBA NCL GOVERNMENT CAPITAL, AS LESSOR, AND THE**
**CITY OF BOYNTON BEACH, FLORIDA, AS LESSEE**

We, the undersigned, the duly appointed, qualified and acting _____ and _____, respectively, of the City of Boynton Beach, Florida, do hereby certify as follows:

*Capitalized terms used herein and not otherwise defined will be as defined in that certain Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement"), as supplemented by Schedules of Equipment No. 5 and No. 6 thereto, dated as of November 30, 2026 (together, the "Schedules"), each between the City of Boynton Beach, Florida, as lessee ("Lessee"), and Lease Servicing Center, Inc. DBA NCL Government Capital, as lessor ("Lessor").*

1. Lessee did, at a meeting of the governing body of Lessee held November 17, 2026, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Master Agreement, the Schedules and related escrow agreement and tax agreement (collectively, the "Transaction Documents") on its behalf by the following named representative of Lessee:

_____

Printed Name Title Signature

***[This signature line to be signed by person who executed the Transaction Documents on behalf of Lessee.]***

2. The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

3. The meeting of the governing body of Lessee at which the Transaction Documents were approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Transaction Documents and authorizing the execution thereof has not been altered or rescinded. *Attached hereto is a true and correct copy of the ordinance, resolution or other documents constituting such official action.*

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

5. All insurance required in accordance with the Master Agreement is currently maintained by Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments for the Schedule that are scheduled to come due during the Original Term, if any, and to meet its other obligations for the Original Term (as such terms are defined in the Master Agreement), and such funds have not been expended for other purposes.

7. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the interest of Lessor or its assigns, as the case may be, in the Equipment.

8. The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

9. The correct billing address for Rental Payments is as follows:

City of Boynton Beach, Florida
100 East Ocean Avenue
Boynton Beach, FL 33435
Attention: _____

Dated: November 30, 2026.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ATTACHMENT TO**
**LESSEE'S CLOSING CERTIFICATE**

**EVIDENCE OF AUTHORIZATION OF TRANSACTION DOCUMENTS**
**BY LESSEE'S GOVERNING BODY**

[Please provide signed copy of authorization resolution.]

**ESSENTIAL USE CERTIFICATE**

November 30, 2026

Lease Servicing Center, Inc. DBA NCL Government Capital
510 22nd Avenue East, Ste. 501
Alexandria, MN 56308

Re: $8,221,170.11 Aggregate Principal Amount -- Schedules of Equipment No. 5 and No. 6, each dated as of November 30, 2026 (together, the "Schedules"), to Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement"), between Lease Servicing Center, Inc. DBA NCL Government Capital, as lessor ("Lessor"), and the City of Boynton Beach, Florida, as lessee ("Lessee")

Ladies and Gentlemen:

The undersigned, a duly elected, appointed, or designated representative of the City of Boynton Beach, Florida ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Schedules:

1. What is the specific use of the Equipment?

*Five-Year Equipment:* _____

*Seven-Year Equipment:* _____

2. What increased capabilities will the Equipment provide?

*Five-Year Equipment:* _____

*Seven-Year Equipment:* _____

3. Why is the Equipment essential to your ability to deliver governmental services?

*Five-Year Equipment:* _____

*Seven-Year Equipment:* _____

4. Does the Equipment replace existing equipment?
(If so, please explain why you are replacing the existing equipment)

*Five-Year Equipment:* _____

*Seven-Year Equipment:* _____

5. Why did you choose this specific Equipment?

*Five-Year Equipment:* _____

*Seven-Year Equipment:* _____

6. For how many years do you expect to utilize the Equipment?

*Five-Year Equipment:* _____

*Seven-Year Equipment:* _____

7. What revenue source will be utilized to make Rental Payments due under the Lease?

*Five-Year Equipment:* _____

*Seven-Year Equipment:* _____

Very truly yours,

CITY OF BOYNTON BEACH, FLORIDA

By: _____
Name: _____
Title: _____

**OPINION OF SPECIAL TAX COUNSEL TO LENDER**
**(TAX OPINION)**

[To be provided by Gilmore & Bell.]

**INSURANCE COVERAGE REQUIREMENTS**

| | |
|---|---|
| TO LESSOR: (CERTIFICATE HOLDER) | Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A., ISAOA ATIMA<br>200 Executive Blvd<br>Southington, CT<br>Mail Stop: MS SO119<br>Attn: Commercial Documentation and Collateral Dept |
| FROM LESSEE: (INSURED) | City of Boynton Beach, Florida<br>100 East Ocean Avenue<br>Boynton Beach, FL 33453 |

$8,221,170.11 Aggregate Principal Amount -- Schedules of Equipment No. 5 and No. 6, each dated as of November 30, 2026 (together, the "Schedules"), to Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement"), between Webster Public Finance Corporation (as assignee of Lease Servicing Center, Inc. DBA NCL Government Capital), as Lessor ("Lessor"), and the City of Boynton Beach, Florida, as Lessee ("Lessee")

EQUIPMENT LOCATIONS: See **Schedule 1** attached hereto.

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

**Check All Appropriate Boxes:**

☐ **Third-Party Insurance**. In accordance with Section 22 of the Master Agreement, we have instructed the insurance agent named below to issue the insurance indicated below (please fill in name, address and telephone number of insurance agent):

_____
_____
_____

☐ Casualty insurance on the leased equipment ("Equipment") covered by the Schedules, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor as additional insured and loss payee.

Coverage Required: $_____ (aggregate Purchase Price for the Equipment, as defined in the Master Agreement) of the Equipment

☐ Public liability insurance evidenced by a Certificate of Insurance naming Lessor as additional insured.

Minimum Coverage Required:
$1,000,000.00 per person
$1,000,000.00 aggregate bodily injury liability
$100,000.00 property damage liability

☐ Workers' compensation insurance evidenced by a Certificate of Insurance

Coverage Required: In compliance with State law

**Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.**

☐ Self Insurance. Pursuant to Section 22 of the Master Agreement, we are self-insured for:

☐ All risk, physical damage.

☐ Public liability.

Such self-insurance covers Lessor to the same extent that commercial insurance would otherwise be required to do so by the Master Agreement. We will provide proof of such self-insurance in letter form together with a copy of the statute or other authority authorizing this form of insurance.

LESSEE: CITY OF BOYNTON, FLORIDA

By: _____
Name: _____
Title: _____

**SCHEDULE 1 TO INSURANCE COVERAGE REQUIREMENTS**

**EQUIPMENT LOCATIONS**

[To Come.]

**INSURANCE CERTIFICATES (PROPERTY, LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE MASTER AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:**

Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A., ISAOA, ATIMA
Attn: Commercial Documentation and Collateral Dept
200 Executive Blvd
Southington, CT 06489
Mail stop: MS SO119
Email: publicfinance@websterbank.com

*[To be provided by Lessee prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]*

**FLORIDA DIVISION OF BOND FINANCE FILINGS**

- Notice of Sale-*To be filed by Gilmore & Bell*
- Post-Closing File-*To be filed by Gilmore & Bell*

**NOTICE OF ASSIGNMENT**

November 30, 2026

City of Boynton Beach, Florida
100 East Ocean Avenue
Boynton Beach, FL 33435

Re: $8,221,170.11 Aggregate Principal Amount -- Schedules of Equipment No. 5 and No. 6, each dated as of November 30, 2026 (together, the "Schedules"), to Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement"), between Lease Servicing Center, Inc. DBA NCL Government Capital, as lessor ("Lessor"), and the City of Boynton Beach, Florida, as lessee ("Lessee")

Ladies and Gentlemen:

Please be advised that the undersigned Lessor has assigned all of its right, title and interest in, to and under the above-referenced Schedules, the Equipment leased thereunder, and the right to receive Rental Payments under and the payment of the Purchase Price under each of the Schedules to Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A. ("Assignee"), whose mailing address is 200 Elm Street, Stamford, CT 06901, Attention: Public Sector Finance.

All Rental Payments and payment of the Purchase Price due under the Schedules should be made to the Assignee by wire transfer or other form of electronic payment in accordance with written instructions provided by Assignee or, with Assignee's consent, by such other commercially reasonable method of payment.

Lessee acknowledges that Assignee is acting solely as Assignee for its own loan account and not as a fiduciary for Lessee or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of Lessee (including to any financial advisor or any placement agent engaged by Lessee) with respect to the structuring, issuance, sale or delivery of the Schedules. Lessee acknowledges that Assignee has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to Lessee with respect to the transactions relating to the structuring, issuance, sale or delivery of the Schedules and the discussions, undertakings and procedures leading thereto. Each of Lessee, its financial advisor and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Schedules from its own financial, legal, tax and other advisors (and not from Assignee or its affiliates) to the extent that Lessee, its financial advisor or its placement agent desires, should or needs to obtain such advice. Assignee expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to the Lessee, including but not limited to Lessee's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to Lessee's financial advisor or placement agent, with respect to any such matters. Lessee acknowledges that the transaction between Lessee and Assignee is an arm's length commercial transaction in which Assignee is acting and has acted solely as a principal and for its own interest, and Assignee has not made recommendations to Lessee with respect to the transaction relating to the Schedules. Assignee does acknowledge the legal sufficiency of all representations, covenants and legal requirements applicable to the Lessor.

Please acknowledge your receipt of this notice and your agreement to make payments due under the Schedules to Assignee by the signature of a duly authorized officer in the space set forth below.

Sincerely,

LEASE SERVICING CENTER, INC. DBA NCL
GOVERNMENT CAPITAL, as Lessor

By: _____
Name: Christopher J. Canavati
Title: Secretary/Treasurer
Address: 510 22nd Avenue East, Ste. 501
Alexandria, MN 56308

**ACKNOWLEDGED AND AGREED TO:**
CITY OF BOYNTON BEACH, FLORIDA, as Lessee

By: _____
Name: _____
Title: _____

# ESCROW AGREEMENT

LESSOR:
Lease Servicing Center, Inc.
DBA NCL Government Capital
510 22nd Avenue East, Suite 501
Alexandria, MN 56308

LESSEE:
City of Boynton Beach, Florida
100 East Ocean Avenue
Boynton Beach, FL 33435

ESCROW AGENT:
U.S. Bank National Association
DN-CO-S1CO
10035 E. 40th Avenue
Denver CO 80238
Attention: Global Corporate Trust
Email: tfmcorporateescrowshared@usbank.com

**Name of Escrow Fund:** "City of Boynton Beach, Florida Escrow Fund", consisting of two accounts to be known as "Schedule of Equipment No. 5 Acquisition Account" and "Schedule of Equipment No. 6 Acquisition Account"

**Deposit Amounts:**

| | |
|---|---|
| Schedule of Equipment No. 5 Acquisition Account: | $2,995,633.66 |
| Schedule of Equipment No. 6 Acquisition Account: | $5,225,536.45 |

**THIS ESCROW AGREEMENT** (this "Escrow Agreement") dated as of November 30, 2026, is entered into by and among Lease Servicing Center, Inc. DBA NCL Government Capital (together with its successors and assigns, "Lessor"), the City of Boynton Beach, Florida ("Lessee"), and U.S. Bank National Association (the "Escrow Agent").

1. This Escrow Agreement relates to and is hereby made a part of Schedule of Equipment No. 5 dated as of November 30, 2026 ("Schedule of Equipment No. 5"), and Schedule of Equipment No. 6 dated as of November 30, 2026 ("Schedule of Equipment No. 6"), to that certain Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement"), between Lessor and Lessee, the terms and provisions of which are incorporated into Schedule of Equipment No. 5 and Schedule of Equipment No. 6. The Schedules, as incorporating the terms and conditions of the Master Agreement, are referred to herein as the "Leases."

2. Each of Lessor and Lessee hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent shall establish and maintain the Escrow Fund and related Acquisition Accounts set forth above in the name of Lessee, but subject to Lessor's security interest therein and other conditions of this Escrow Agreement. The Escrow Agent agrees that the Escrow Fund and related Acquisition Accounts shall be held irrevocably in escrow for the account and benefit of Lessee and Lessor and all interest earned with respect thereto shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund and related Acquisition Accounts, the Escrow Agent agrees to hold possession of such cash and negotiable instruments on behalf of Lessor. Except as otherwise defined herein, all terms defined in the Master Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Master Agreement; provided that the Escrow Agent shall not have any obligation to understand or ascertain the meaning of any such defined terms that are used but not defined herein.

3. The Lessor, the Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent will not be deemed to be a party to the Leases, and this Escrow Agreement will be deemed to constitute the entire agreement among the Lessor, the Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent an escrow account designated as set forth above (the "Escrow Fund") to be held and administered by the Escrow Agent in escrow for the benefit of the Lessor and the Lessee in accordance with this Escrow Agreement. The Escrow Fund shall consist of two separate accounts to be known as "Schedule of Equipment No. 5 Acquisition Account" and "Schedule of Equipment No. 6 Acquisition Account," respectively.

5.

a. The Lessor will deposit $2,995,633.66 from proceeds of Schedule of Equipment No. 5 into the Schedule of Equipment No. 5 Acquisition Account, to be used to pay costs of the equipment to be acquired thereunder (the "Schedule No. 5 Five-Year Equipment"). Interest or other amounts earned and received by the Escrow Agent with respect to the Schedule of

Equipment No. 5 Acquisition Account shall be deposited in and comprise a part thereof. No investment shall be made that would cause Schedule of Equipment No. 5 to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code").

b. The Lessor will deposit $5,225,536.45 from proceeds of Schedule of Equipment No. 6 into the Schedule of Equipment No. 6 Acquisition Account, to be used to pay costs of the equipment to be acquired thereunder (the "Schedule No. 6 Seven-Year Equipment"). Interest or other amounts earned and received by the Escrow Agent with respect to the Schedule of Equipment No. 6 Acquisition Account shall be deposited in and comprise a part thereof. No investment shall be made that would cause Schedule of Equipment No. 6 to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code").

c. For purposes of this Section 5, the term "Qualified Investments" means (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"); (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; (iii) money market funds, which funds may be funds of the Escrow Agent or its affiliates (including the investment identified on **Schedule 6** hereto), including those for which the Escrow Agent or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise, and which funds are rated "AAAm" or "AAAm G" by Standard & Poor's. Based upon Lessee's prior review of investment alternatives, in the absence of further specific written direction to the contrary, the Escrow Agent is directed to invest and reinvest the Escrow Fund in the investment indicated on **Schedule 6** hereto. The Escrow Agent may conclusively rely upon Lessee's written investment directions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification to the Escrow Agent that such directed investments constitute Qualified Investments. The Escrow Agent shall have no responsibility with respect to monitoring or determining whether any investment directed by Lessee would cause the Schedule of Equipment No. 5 or Schedule of Equipment No. 6 to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Code.

6.

a. From time to time, the Escrow Agent shall pay from the acquisition accounts held under the Escrow Fund to the Vendor, the Lessee or other payee, upon presentation to the Escrow Agent of the following: (i) a Payment Request and Acceptance Certificate, a form of which is attached as **Schedule 1** (a "Payment Request"), duly executed by an Authorized Lessee Representative (defined below) and approved for payment by an Authorized Lessor Representative (defined below), (ii) the Vendor's or manufacturer's invoice specifying the acquisition price of the equipment described in the Payment Request, and (iii) any additional documentation required by the Lessor. In making any disbursement pursuant to this Section, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in the Payment Request, and the Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request by the Lessor will constitute to the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed. Without limiting the foregoing, the Lessor shall not be required to approve any Payment Request unless and until the Lessee shall have provided to the Lessor certificates of insurance as provided in the Master Agreement satisfactory to the Lessor in form and substance satisfactory to the Lessor.

**"Authorized Lessee Representative"** shall be a person designated in the Incumbency Certificate attached hereto as **Schedule 3**, or on a subsequent incumbency certificate of the Lessee actually received and acknowledged by the Lessor and the Escrow Agent.

**"Authorized Lessor Representative"** shall be a person designated in the Certificate of Authorized Lessor Representatives" attached hereto as **Schedule 4**.

b. Upon receipt of a Payment Request for payment of funds from an acquisition account held under the Escrow Fund, the Lessor and the Escrow Agent are authorized to seek confirmation of such instructions by telephone call-back to any Authorized Lessee Representative designated on **Schedule 3** hereto, and the Lessor and the Escrow Agent may rely upon the confirmations of anyone purporting to be such Authorized Lessee Representative.

c. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by the Lessor and the Escrow Agent. The parties to this Escrow Agreement acknowledge that such security procedure is commercially reasonable.

d. It is understood that the Lessor, the Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying number provided by any party hereto to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

7.

a. The Schedule of Equipment No. 5 Acquisition Account will terminate upon the occurrence of the earlier of (i) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Schedule 2** with respect thereto, properly executed by an Authorized Lessee Representative, or (ii) the presentation of written notification by the Lessor that Schedule of Equipment No. 5 has been terminated pursuant thereto. Upon termination as described in clause (i) of this subparagraph (a), any amount remaining in the Schedule of Equipment No. 5 Acquisition Account shall, first be applied to all reasonable fees and expenses incurred by the Escrow Agent, if applicable, in connection with its acting as Escrow Agent hereunder as evidenced by its statement forwarded to the Lessor and the Lessee; and, second be paid to the Lessor, to be applied by the Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by the Lessor as prepayment to the remaining principal balance owing under Schedule of Equipment No. 5 in inverse order of Rental Payment Dates, unless the Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to the Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached Schedule of Equipment No. 5 will be revised accordingly.

b. The Schedule of Equipment No. 6 Acquisition Account will terminate upon the occurrence of the earlier of (i) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Schedule 2** with respect thereto, properly executed by an Authorized Lessee Representative, or (ii) the presentation of written notification by the Lessor that Schedule of Equipment No. 6 has been terminated pursuant thereto. Upon termination as described in clause (i) of this subparagraph (a), any amount remaining in the Schedule of Equipment No. 6 Acquisition Account shall, first be applied to all reasonable fees and expenses incurred by the Escrow Agent, if applicable, in connection with its acting as Escrow Agent hereunder as evidenced by its statement forwarded to the Lessor and the Lessee; and, second be paid to the Lessor, to be applied by the Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by the Lessor as prepayment to the remaining principal balance owing under Schedule of Equipment No. 6 in inverse order of Rental Payment Dates, unless the Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to the Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached Schedule of Equipment No. 6 will be revised accordingly.

8. The Escrow Agent may at any time resign by giving at least thirty (30) days' written notice to the Lessee and the Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of the Lessor and the Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by the Lessor and the Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by the Lessor and the Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to the Lessor, the Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent, after deduction of all reasonable fees and expenses incurred by the Escrow Agent, whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within ninety (90) days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed, the costs and expenses of which (including attorneys' fees) shall be paid by the Lessee.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. The Escrow Agent has no fiduciary or discretionary duties of any kind. The Escrow Agent incurs no responsibility

to make any disbursements pursuant to this Escrow Agreement except from funds held in the Schedule No. 5 Acquisition Account and the Schedule of Equipment No. 6 Acquisition Account. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Leases or as to the performance of any obligations of the Lessor or the Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

12. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. Notwithstanding any contrary provision herein, the Escrow Agent shall be liable to any parties for any loss, expense, claim or damage that may result by reason of the Escrow Agent materially breaching this Escrow Agreement. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 5(e) in Qualified Investments at the direction of Lessee.

13. The aggregate amount of the fees of the Escrow Agent in connection with the creation of the Schedule No. 5 Acquisition Account and the Schedule of Equipment No. 6 Acquisition Account, as described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of $625.00, to be paid by the Lessee concurrently with the execution and delivery of this Escrow Agreement, as set forth on **Schedule 5** attached hereto.

Notwithstanding the preceding paragraph of this Section 13, the Escrow Agent will be entitled to reimbursement from the Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to the Lessee, and in no event will such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

14. If the Lessee, the Lessor or the Escrow Agent are in disagreement about the interpretation of the Leases or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but will not be required to, suspend performance hereunder and/or file an appropriate civil action to resolve the disagreement.

15. The Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

16. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on the signature page of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties, and shall be effective on the date of receipt. The Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction (each, a "Notice") received pursuant to this Escrow Agreement by electronic transmission (including by e-mail, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, the person he or she purports to be. Electronic signatures believed by the Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to the Escrow Agent) shall be deemed original signatures for all purposes. Each other party to this Escrow Agreement assumes all risks arising out of its use of electronic signatures and electronic methods to send Notices to the Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to the Escrow Agent in lieu of, or in addition to, any such electronic Notice.

17. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of Florida (the "State").

18. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by the Lessor, the Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

21. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

22. **EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ESCROW AGREEMENT.**

23. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which it is subject, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

24. Except as otherwise agreed by the Escrow Agent in writing, the Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. The Escrow Agent will report, on an accrual basis, all interest or income on the Escrow Fund as being owned by the Lessee for federal income tax purposes. Lessor and Lessee shall provide the Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee hereunder. If requested tax documentation is not so provided, the Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

25. If any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Fund is stayed or enjoined by any court order, the Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if the Escrow Agent relies upon or complies with any such writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

26. The Escrow Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control.

27. Nothing in this Escrow Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

[Signature page follows.]

**IN WITNESS WHEREOF,** the Lessor, the Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

LESSOR: LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL

By: _____
Name: _____
Title: _____

LESSEE: CITY OF BOYNTON BEACH, FLORIDA

By: _____
Name: _____
Title: _____

ESCROW AGENT: U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

**SCHEDULE 1**

**FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE**

To: Lease Servicing Center, Inc. DBA NCL Government Capital
510 22nd Avenue East, Ste. 501
Alexandria, MN 56308

Re: City of Boynton Beach, Florida Escrow Fund (consisting of the Acquisition Accounts set forth below) established by the Escrow Agreement dated as of November 30, 2026 ("Escrow Agreement"), among Lease Servicing Center, Inc. DBA NCL Government Capital, the City of Boynton Beach, Florida, and U.S. Bank National Association, as escrow agent, consisting of the following accounts:
_____ Schedule of Equipment No. 5 Acquisition Account
_____ Schedule of Equipment No. 6 Acquisition Account
*[Mark applicable account for which this Payment Request relates.]*

Ladies and Gentlemen:

U.S. Bank National Association (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated as of November 30, 2026 (the "Escrow Agreement"), by and among the City of Boynton Beach, Florida ("Lessee"), Lease Servicing Center, Inc. DBA NCL Government Capital (together with its successors and assigns, "Lessor") and the Escrow Agent, is hereby requested to pay from the Acquisition Account indicated above established and maintained hereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order, contract or invoice (or has been paid by and not previously reimbursed to Lessee). The equipment and costs described below are part or all of the Equipment listed in the related Schedule of Equipment for such Acquisition Account. *Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Escrow Agreement.*

| DESCRIPTION OF COST PAID TO PAID | AMOUNT | PAYEE |
|---|---|---|

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment described above has been delivered to the location set forth in the related Schedule of Equipment; (ii) a present need exists for such Equipment which need is not temporary or expected to diminish in the near future; (iii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of such Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Equipment; (v) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this certificate; (vi) such Equipment is covered by insurance in the types and amounts required by the Master Agreement; (vii) no Event of Default or nonappropriation, as such terms are defined in the Master Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the related Schedule of Equipment during Lessee's current fiscal year.

Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment described above by paying, or causing to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Acquisition Account indicated above held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); (c) lien waivers, if applicable, and (d) copies of certificates of origin for such Equipment consisting of motor vehicles.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the related Schedule of Equipment and is requesting reimbursement for such payment. A copy of evidence of such payment together with a copy of Lessee's declaration of official intent and other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150 2 is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

Date: _____, 20___.

**CITY OF BOYNTON BEACH, FLORIDA**

By: _____
Title: _____

**APPROVED FOR PAYMENT:**

**_____, as Lessor**

By:_____
Title:_____

**SCHEDULE 2**

**FINAL ACCEPTANCE CERTIFICATE**

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
PAID FOR WITH PROCEEDS OF THE APPLICABLE ACQUISITION ACCOUNT HAS BEEN ACCEPTED]

This Final Acceptance Relates to the following Acquisition Account:
_____ Schedule of Equipment No. 5 Acquisition Account
_____ Schedule of Equipment No. 6 Acquisition Account

*[Mark applicable account for which this Final Acceptance Certificate relates.]*

Lessee hereby certifies that (a) all of the Equipment described in the Schedule of Equipment for the Acquisition Account designated above have been acquired by Lessee, and such Equipment is accepted "AS-IS, WHERE-IS", subject to any applicable manufacturer and/or vendor warranties and maintenance plans; (b) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; and (c) the Equipment is fully insured in accordance with the Master Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Dated: _____, 20___.

**CITY OF BOYNTON BEACH, FLORIDA**

By: _____
Title: _____

**SCHEDULE 3**

**INCUMBENCY CERTIFICATE REGARDING**
**AUTHORIZED LESSEE REPRESENTATIVES**

**ESCROW AGREEMENT DATED AS OF NOVEMBER 30, 2026,**
**AMONG LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL,**
**THE CITY OF BOYNTON BEACH, FLORIDA, AND**
**U.S. BANK NATIONAL ASSOCIATION, AS ESCROW AGENT**

The undersigned officer of the City of Boynton Beach, Florida ("Lessee") hereby certifies that the persons listed below are each designated as an authorized representative of Lessee (each, an "Authorized Lessee Representative") for the Escrow Agreement dated as of November 30, 2026 (the "Escrow Agreement"), among Lessee, Lease Servicing Center, Inc. DBA NCL Government Capital ("Lessor") and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), including but not limited to initiating and approving transactions under the Escrow Agreement and confirming such approvals through call-backs from Lessor and the Escrow Agent relating thereto, all on behalf of Lessee. Each such person is the current holder of the office or title indicated, and the signature set forth opposite the name of each such authorized representative is the true and correct specimen of such person's signature:

| Name/Title/Telephone/Email | Specimen Signature |
|---|---|
| ALAN LAWSON<br>Name<br>CFO<br>Title<br>214-282-9788<br>Telephone #<br>LAWSONA@BBFL.VS<br>Email Address | |

| Name/Title/Telephone/Email | Specimen Signature |
|---|---|
| Ydelsi Rodriguez<br>Name<br>Assistant CFO<br>Title<br>561-742-6212<br>Telephone #<br>RodriguezY@bbfl.us<br>Email Address | |

Dated: November 30, 2026.

**CITY OF BOYNTON BEACH, FLORIDA**

By: _____
Name: Rebecca Shelton
Title: Mayor

**SCHEDULE 4 TO ESCROW AGREEMENT**

**INCUMBENCY CERTIFICATE REGARDING AUTHORIZED LESSOR REPRESENTATIVES**

[To Come.]

**SCHEDULE 5 TO ESCROW AGREEMENT**

**ESCROW AGENT FEES**

**Initial Acceptance Fee, per agreement:** **$625.00**
The acceptance fee includes the review and execution of the documents related to the transaction and initial establishment of the accounts. Payable at the closing.

**Annual Escrow Agent Fee Per account/agreement:** **Waived**
The annual administration fee covers the routine duties of the Escrow Agent associated with the administration of the accounts. Administration fee is payable in advance and not subject to proration.

**Legal Fee & Expenses:**
We would be utilizing in-house counsel for the review of the governing documents, if required. Should there be substantive changes made to the form of Escrow Agreement initially circulated, then external counsel may be required. External Counsel Fees would be charged at cost. This fee quoted is per transaction, closing or supplement, barring any unforeseen complications or delays with the closing.

**Out-of-Pocket Expenses:** **AT COST**
Includes all related expenses, including but not limited to: travel expenses associated with the closing, counsel fees and their disbursements.

**[Remainder of page intentionally left blank]**

**SCHEDULE 6 TO ESCROW AGREEMENT**

**INVESTMENT AUTHORIZATION FORM**

**U.S. BANK MONEY MARKET DEPOSIT ACCOUNT**

**Description and Terms**

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount. U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association, or U.S. Bank Trust Company National Association (as applicable) (the "U.S. Bank Entities") as agent for Global Corporate Trust customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are FDIC-insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary as may be authorized under the governing agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank Money Market Deposit Account is a permitted investment under the governing agreement and this authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity is notified in writing of alternate instructions

# # #

# FEDERAL TAX AGREEMENT

**$8,221,170.11 AGGREGATE PRINCIPAL AMOUNT**
**SCHEDULES OF EQUIPMENT NO. 5 AND NO. 6,**
**EACH DATED AS OF NOVEMBER 30, 2026, TO**
**MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
**DATED AS OF AUGUST 27, 2026, BETWEEN**
**LEASE SERVICING CENTER, INC.**
**DBA NCL GOVERNMENT CAPITAL, AS LESSOR, AND THE**
**CITY OF BOYNTON BEACH, FLORIDA, AS LESSEE**

**THIS FEDERAL TAX AGREEMENT** (the "Tax Agreement"), is executed as of November 30, 2026, by the City of Boynton Beach, Florida (the "City"), for the benefit of Lease Servicing Center, Inc. DBA NCL Government Capital, a Minnesota corporation (together with its successors and assigns, the "Lessor"), and any firm of attorneys rendering an opinion on the exclusion from gross income for federal income tax purposes of the interest portion of rental payments payable under the Leases (as defined below).

## RECITALS

**1.** This Tax Agreement is being executed and delivered in connection with Schedules of Equipment No. 5 and No. 6, each dated as of November 30, 2026 (together, the "Schedules"), to that certain Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (the "Master Agreement"), by and between the Lessor, as lessor, and the City, as lessee. The Schedules, as incorporating the terms and conditions of the Master Agreement, are referred to herein as the "Leases."

**2.** The Internal Revenue Code of 1986 and the applicable Regulations (as defined herein), impose certain limitations on the uses and investment of Proceeds of the Leases (as defined herein) and of certain other money relating thereto, and set forth the conditions under which the interest portion of rental payments payable under the Leases will be excluded from gross income for federal income tax purposes.

**3.** The City is executing this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Proceeds of the Leases and the property financed or refinanced with those proceeds and the investment of Proceeds of the Leases and of certain other related money, in order to establish and maintain the exclusion of the interest portion of rental payments payable under the Leases from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

**4.** This Tax Agreement is being entered into for the purpose of setting forth general procedures for the City to continuously monitor and comply with the federal income tax requirements set forth in the Code and the Regulations.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City represents, covenants and agrees as follows:

**Section 1. Definitions of Words and Terms.** Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Master Agreement, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

"**Annual Compliance Checklist**" means a checklist for the Equipment designed to measure compliance with the requirements of this Tax Agreement after the Closing Date substantially in the form attached as **Exhibit D**.

**"Closing Date"** means November 30, 2026.

**"Code"** means the Internal Revenue Code of 1986.

**"Compliance Officer"** means the Chief Financial Officer of the City or its designee.

**"Equipment"** means all of the property acquired by the City using Proceeds of the Leases, as described in **Exhibit C** hereto.

**"Financed Assets"** and **"Financed Asset"** means, as the context requires, all or any portion of the Equipment financed with Proceeds of the Leases, as described on **Exhibit C** hereto.

**"Investment"** means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Proceeds of the Leases. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

**"IRS"** means the Internal Revenue Service.

**"Leases"** means, collectively, Schedule of Equipment No. 5 dated as of November 30, 2026, in the principal amount of $2,995,633.66 and Schedule of Equipment No. 6 dated as of November 30, 2026, in the principal amount of $5,225,536.45, each between the City, as lessee, and the Lessor, as lessor, which incorporate the terms and conditions set forth in the Master Agreement.

**"Master Agreement"** means the Master Equipment Lease Purchase Agreement dated as of August 27, 2026, between the City, as lessee, and the Lessor, as lessor, as amended from time to time.

**"Proceeds of the Leases"** means the gross proceeds of the Leases, which include (a) sale proceeds (any amounts actually or constructively received by the City from the execution and delivery thereof, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds or transferred proceeds or other investment proceeds, (c) any amounts held in a sinking fund for the Leases, (d) any amounts held in a pledged fund or reserve fund for the Leases, and (e) any other replacement proceeds.

**"Management or Service Agreement"** means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of a Financed Asset, such as a contract to manage all or any portion of the Financed Assets. However, contracts for services that are solely incidental to the primary governmental function of a Financed Asset (for example, contracts for janitorial, office equipment repair, billing or similar services); however, are not treated as Management or Service Agreements.

**"Measurement Period"** means, with respect to the Financed Assets, the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service and ending on the earlier of (A) the final maturity dates of the Leases or (B) the expected economic useful life of the property.

**"Non-Qualified Use"** generally means any use of a Financed Asset in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of a Financed Asset by any other member of the general public. Generally, ownership, a lease agreement or any other use that provides a Non-Qualified User a special legal right or entitlement to use a Financed Asset will constitute Non-Qualified Use.

**"Non-Qualified User"** means any person or entity other than the City.

**"Opinion of Special Tax Counsel"** means the written opinion of Special Tax Counsel addressed to the Assignee (as defined in **Section 6(a)**) to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest portion of rental payments under the Leases from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest portion of rental payments under the Leases from gross income for federal income tax purposes.

**"Post-Issuance Tax Requirements"** means those requirements related to the use of Proceeds of the Leases, the use of the Financed Assets, and the investment of the Proceeds of the Leases after the Closing Date.

**"Qualified Use Agreement"** means any of the following:

(1) A lease or other short-term use by members of the general public who use the Equipment on a short-term basis in the ordinary course of the City's governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Equipment under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Equipment was not acquired for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Equipment was not acquired for a principal purpose of providing the property for use by that person.

**"Qualified User"** means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"**Regulations**" means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

"**Special Tax Counsel**" means Gilmore & Bell, P.C., Kansas City, Missouri, or other nationally recognized firm of bond counsel acceptable to the Assignee (as defined in **Section 6(a)**).

**"State"** means the State of Florida.

**"Tax Compliance File"** means documents and records for the Leases maintained by the Compliance Officer pursuant to this Tax Agreement.

**"Tax Compliance Procedure"** means the Post Issuance Compliance Written Procedures implemented by the City with respect to the Leases, in the form attached hereto as **Exhibit E**.

**"Yield"** means the combined yield on the Leases, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

**Section 2. Organization and Authority; General Representations.**

**(a)** ***Authority*****.** The City (1) is a political subdivision organized and existing under the laws of the State, (2) has lawful power and authority to enter into, execute and deliver the Leases for the purposes set forth therein and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents,

and (3) by all necessary action has been duly authorized to execute and deliver the Leases and this Tax Agreement, acting by and through its duly authorized officials.

**(b)** ***Tax-Exempt Status of Leases–General Representation and Covenants*****.** In order to maintain the exclusion of the interest component of rental payments payable under the Leases from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or investment of, any Proceeds of the Leases or other funds of either party in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Assets, in a manner that would cause any portion of the Leases to become a "private activity bond" as defined in Code § 141.

**Section 3. Purpose of the Leases; Reimbursement; Use of Proceeds of the Leases.**

(a) *Purpose.* The Leases are being executed and delivered for the purpose of paying costs of the Equipment.

(b) *Reimbursement.* Reimbursement from Proceeds of the Leases of expenditures paid prior to the Closing Date will satisfy the requirements of Regulations § 1.150-2. The list of expenditures to be reimbursed, if any, are set forth on **Exhibit C**.

(c) *Use of Proceeds of the Leases.* On the Closing Date, all Proceeds of the Leases in the aggregate amount of $8,221,170.11 are expected to be deposited in the Escrow Fund and used to pay costs of the Financed Assets, as set forth on **Exhibit C** hereto.

**Section 4. Acquisition of the Equipment.** The City has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the Proceeds of the Leases on the Financed Assets. The completion of the acquisition of the Financed Assets and the allocation of the Proceeds of the Leases to expenditures will proceed with due diligence. At least 85% of the Proceeds of the Leases will be allocated to expenditures on the Financed Assets within 3 years after the Closing Date.

**Section 5. Funds or Accounts.** The Escrow Fund has been established under the Escrow Agreement with the Escrow Agent. Amounts held in the Escrow Fund will be used to pay costs of acquiring the Equipment. No other funds or accounts have been established for the Leases to hold Proceeds of the Leases or other money that will be used to make rental payments under the Leases.

**Section 6. Rebate and Yield Restriction.**

(a) *Certification of Issue Price*. Webster Public Finance Corporation, a subsidiary of Santander Bank, N.A., as assignee of the Lessor (the "Assignee"), has represented in the Issue Price Certificate dated as of the Closing Date (the "Issue Price Certificate"), that it has acquired the Leases from the Lessor at the issue price named therein (the "Issue Price") pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule"), and presently intends to hold the Leases for its own account with no current intent to sell, assign or transfer the Leases.

(b) *Yield of the Leases*. Based on the Issue Price, Special Tax Counsel has calculated the combined Yield on the Leases, which calculation of Yield and amortization schedules for the Leases are attached to this Tax Agreement as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of Proceeds of the Leases.

(c) *Leases Subject to the Arbitrage Restrictions of Section 148 of the Code and the Regulations Thereunder*. The Leases are subject to the arbitrage requirements of Code § 148 and the Regulations thereunder. Pursuant to the Escrow Agreement, investment of Proceeds of the Leases is limited to placement in an interest-bearing demand deposit account. If the Yield on investments of the Escrow Fund exceeds the Yield, or if the City establishes any sinking or reserve fund for the Leases, then the City will contact Special Tax Counsel to seek advice regarding the need to calculate and pay arbitrage to the United States Department of Treasury and Internal Revenue Service.

**Section 7. Use of Financed Assets.**

(a) *General*. The Financed Assets will be owned by the City throughout the Measurement Period, and no portion thereof is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the City obtains favorable advice of Special Tax Counsel, the City will not use, or permit the use of, the Financed Assets in any other Non-Qualified Use.

(b) *Management or Service Agreements*. As of the Closing Date, the City does not have any Management or Service Agreements with Non-Qualified Users that relate to the Financed Assets. During the Measurement Period, the City will not enter into or renew any Management or Service Agreement with any Non-Qualified User with respect to the Financed Assets without first obtaining favorable advice of or a favorable Opinion of Special Tax Counsel.

(c) *Leases and Similar Use Agreements or Arrangements.* As of the Closing Date, the City does not have any leases or similar use agreements or arrangements with Non-Qualified Users related to the Financed Assets. During the Measurement Period, the City will not enter into or renew any other leases or similar use agreements or arrangements with any Non-Qualified Users, other than Qualified Use Agreements, with respect to the Financed Assets without first obtaining favorable advice of Special Tax Counsel.

(d) *Written Policies and Procedures of the City*. The City intends for this Tax Agreement to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Leases and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established.

(e) *Practices and Procedures for Accounting for and Monitoring of Proceeds of the Leases.* The City agrees to implement the practices and procedures (the "Written Procedures") set forth in **Exhibit E** in order to assure that Proceeds of the Leases are used in such a manner so as not to violate the provisions of the Code, under which interest on the Leases is excluded from federal income taxation, and to take remedial actions in the event of a violation. These Written Procedures generally account for and monitor (i) the expenditure and investment of Proceeds of the Leases, (ii) the use of the Financed Assets, and (iii) any changes in the underlying structure of the Leases. The City acknowledges that the Written Procedures in **Exhibit E** are not exclusive and covenants to comply with (1) all tax limitations and requirements imposed with respect to the Leases and (2) all State and local legal requirements regarding the valid incurrence of debt and permitted uses of the proceeds of the Leases. Unless otherwise set forth in the Written Procedures or subsequently changed by the City, the Compliance Officer of the City will undertake post-issuance compliance relating to the Leases. Notwithstanding the foregoing, failure to perform any task set forth in the Written Procedures will not constitute an event of default under the Leases.

(f) *Compliance Officer*. The City, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Leases or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(g) *Annual Compliance Checklist*. Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Leases. The Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Assets at least annually. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Compliance Officer will obtain favorable advice of Special Tax Counsel and take actions to correct any deficiency.

**Section 8. Recordkeeping**. The Compliance Officer will maintain the Tax Compliance File for the Leases in accordance with this Tax Agreement. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Agreement, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Leases or (ii) any obligation issued to refund the Leases. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic

storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

**Section 9. Miscellaneous**

(a) *Reimbursement of Expenditures; Official Intent*. On November 17, 2026, the governing body of the City adopted a resolution declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the resolution is attached to this Tax Agreement as **Exhibit C-1**. The amount of $_____ from proceeds of the Leases is expected to be allocated to expenditures paid by the City prior to the Closing Date. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2, and no portion of Lease proceeds of the Leases will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted. The City will evidence each allocation of the proceeds of the Leases to an expenditure in writing. In addition, no reimbursement allocation will be made more than 18 months following the later of (1) the date of the expenditure or (2) the date the Equipment was placed in service.

(b) *Form 8038-G*. A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Agreement as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the City contained in this Tax Agreement or otherwise made by the City, the Lessor and the Assignee. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned, and the undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

(c) *Single Issue*. No other debt obligations of the City: (1) are being sold within 15 days of the execution and delivery of the Leases, (2) are being sold under the same plan of financing as the Leases, and (3) are expected to be paid from substantially the same source of funds as the Leases (disregarding guarantees from unrelated parties, such as bond insurance).

(d) *Bank Qualified Tax-Exempt Obligation.* The City has not designated the Leases as "qualified tax-exempt obligations" under Code § 265(b)(3).

(e) *No Federal Guaranty*. The City will not permit the payment of rental payments under the Leases to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(f) *Hedge Bonds.* The City reasonably expects that at least 85% of the net sale proceeds (the sale proceeds of the Leases less any sale proceeds invested in a reserve fund) of the Leases will be used to carry out the governmental purpose of the Leases within 3 years after the Closing Date, and not more than 50% of the proceeds of the Leases will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(g) *Registration Requirement; Record Owner*. The City will maintain or cause to be maintained a record of the owner(s) of the Leases and the person/entity entitled to the receipt of the interest portions of rental payments under the Leases. Transfer of ownership of the Leases is effective only if entered in these records. The Leases will be held in registered form within the meaning of Code § 149(a).

(h) *Reliance*. The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Leases and the exclusion from federal gross income of the interest portion of payments payable by the City under the Leases.

(i) *Enforceability*. If any provision in this Tax Agreement or in the Leases is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(j) *Electronic Transactions*. The transaction described in this Tax Agreement may be conducted, and related documents may be sent, received and stored, by electronic means.

[Signature page follows.]

**IN WITNESS WHEREOF,** the undersigned, by execution of this Tax Agreement, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Agreement on behalf of the City.

**CITY OF BOYNTON BEACH, FLORIDA**

By: _____
Name: _____
Title: _____

**EXHIBIT A**

**AMORTIZATION SCHEDULE AND CALCULATION OF AGGREGATE WEIGHTED AVERAGE MATURITY AND YIELD OF THE LEASES**

[To be prepared by Gilmore & Bell.]

**EXHIBIT B**

**IRS FORM 8038-G**

[To be signed post-closing and filed by Gilmore & Bell.]

**EXHIBIT C**

**DESCRIPTION OF EQUIPMENT EXPECTED TO COMPRISE THE FINANCED ASSETS; SOURCES AND USES OF FUNDS; REIMBURSEMENT**

**Description of the Financed Assets:**
The Financed Assets consist of the vehicles (including upfitting costs) described on **Exhibit C-1** attached hereto. The aggregate estimated average economic life of the Financed Assets is not less than 7 years, and the City expects the Financed Assets to be placed in service no later than December 31, 20_____.

**Sources and Uses of Funds:**
A summary of the expected sources and uses of proceeds of the Leases is set forth below:

**Sources:**

| | |
|---|---|
| Schedule of Equipment No. 5 (Five-Year Equipment) | $2,995,633.66 |
| Schedule of Equipment No. 6 (Seven-Year Equipment) | 5,225,536.45 |
| Total Sources: | $8,221,170.11 |

**Uses:**

| | |
|---|---|
| Acquisition of Five-Year Equipment | $2,995,633.66 |
| Acquisition of Seven-Year Equipment | 5,225,536.45 |
| Total Uses: | $8,221,170.11 |

**[**Reimbursement:**
The amount of $_____ from proceeds of the Leases (relating to Schedule of Equipment No. ___) will be used to reimburse the City for costs paid for the Equipment prior to the Closing Date, as summarized below:

| Description | Date Paid | Payee | Amount |
|---|---|---|---|
| | | | |

Attached hereto as **Exhibit C-2** is a copy of the City's resolution declaring its intent to reimburse capital expenditures with proceeds of the Leases.**]

**EXHIBIT C-1**

**DESCRIPTION OF FINANCED ASSETS**

*[Detailed list of Equipment from spreadsheet to be attached.]*

**EXHIBIT C-2**

**CITY'S DECLARATION OF OFFICIAL INTENT TO REIMBURSE CAPITAL EXPENDITURES**

[To Come.]

**EXHIBIT D**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST**

| | |
|---|---|
| **Name of tax-exempt obligations (collectively, the "Leases") financing the Financed Assets:** | This Annual Compliance Checklist is designed to cover Schedules of Equipment No. 5 and No. 6, each dated as of November 30, 2026, to Master Equipment Lease Purchase Agreement dated as of August 27, 2026 (together, the "Leases") by and between the City of Boynton Beach, Florida, (the "City"), as lessee, and Lease Servicing Center, Inc. DBA NCL Government Capital, as lessor |
| **Placed in service date of Financed Assets:** | |
| **Financed Assets:** | |
| **Name of Compliance Officer:** | |
| **Period covered by request ("Annual Period"):** | |

| Item | Question | Response |
|---|---|---|
| **1 Ownership** | For federal income tax purposes, were all of the Financed Assets owned by the City for federal tax purposes during the entire Annual Period? | ☐ Yes ☐ No |
| | If answer above was "No," was advice of Special Tax Counsel obtained prior to the transfer?<br><br>If Yes, include a description of the advice in the Tax Compliance File.<br><br>If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File. | ☐ Yes ☐ No |
| **2 Use of the Financed Assets** | During the Annual Period, was any Financed Asset used by a Non-Qualified User pursuant to a lease agreement, management or service agreement or any other agreement granting the Non-Qualified User special legal rights to use any Financed Asset? | ☐ Yes ☐ No |
| | If answer above was "Yes," was advice of Special Tax Counsel obtained prior to entering into the arrangement?<br><br>If Yes, include a description of the advice in the Tax Compliance File.<br><br>If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File. | ☐ Yes ☐ No |
| **3 Arbitrage & Rebate** | 1. Were the proceeds of the Leases spent in accordance with the following schedule? (a) at least 15% within 6 months from the Closing Date; (b) at least 60% within 12 months from the Closing Date; and (c) 100% within 18 months from the Closing Date.<br><br>2. Has the City established a fund or account to make rental payments under the Leases or has the City established a segregated portion of investments in an account to make rental payments under the Leases? | 1. ☐ Yes ☐ No<br><br>2. ☐ Yes ☐ No |
| | If the answer to question 1 above is "No," or the answer to question 2 above was "Yes," contact Special Tax Counsel to determine if an arbitrage rebate or yield restriction calculation must be completed.<br><br>Include a description of Special Tax Counsel's advice in the Tax Compliance File. If an arbitrage rebate or yield restriction calculation is prepared, include a copy of the report in the Tax Compliance File. | |

By: _____
Compliance Officer

Date Completed: _____

**EXHIBIT E**

**POST ISSUANCE COMPLIANCE WRITTEN PROCEDURES.**

**General**

The City will take all appropriate action to assure that (i) no use of the proceeds of the Leases, and no other event or action, will cause the Leases to violate federal income tax limitations with respect to the exclusion of interest thereon from federal income taxation, and (ii) all uses of proceeds of the Leases comply with State and local legal requirements regarding the valid incurrence of debt and permitted uses of proceeds of the Leases.

Without limiting the generality of the foregoing, the City will take the following actions to account for and monitor (i) the expenditure and investment of proceeds of the Leases, (ii) the use of the Equipment financed with the proceeds of the Leases, and (iii) any changes in the underlying structure of the Leases. The City has the discretion to make exceptions or to require additional procedures as it deems necessary or desirable. The City reserves the right to modify these written procedures.

The Chief Financial Officer of the City (the "Responsible Officer") will undertake post-issuance compliance relating to the Leases. The Responsible Officer is familiar with the provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations (the "Regulations") governing the tax-exempt status of the Leases. The Responsible Officer may delegate tasks to other officers or staff of the City or to outside attorneys or other experts. In the event that the individual acting as Responsible Officer vacates such position, a new Responsible Officer will be identified within a reasonable period of time after said vacancy.

**Initial Documentation Review**

1. Upon receipt of the transcript for the Leases, review the covenants of the City with respect to the tax-exempt status of the Leases, the Tax Agreement and any additional tax documentation. Confirm filing of the applicable 8038 form with the IRS.

2. Create a written schedule for due diligence reviews based upon expectations set forth in the documents relating to the Leases.

**Escrow Fund: Allocation of Proceeds of the Leases to Expenditures**

1. No less often than every six months through completion of acquisition of the Equipment, monitor and document all expenditures from the Escrow Fund and make the relevant determinations set forth under "Arbitrage and Rebate" below.

2. Monitor and document reimbursement of expenditures paid from non-lease proceeds prior to the date of the execution and delivery of the Leases and verify compliance with §1.150-2 of the Regulations.

3. Allocate proceeds of the Leases to expenditures subject to §1.148-6(d) and §1.141-6(a) of the Regulations by 18 months after the later of the date the expenditure was made or the date the Equipment was acquired, but not later than the earlier of 5 years after the Leases were executed and delivered or 60 days after the Leases are prepaid or mature. Use a consistent application of the same methodology for all expenditures of proceeds of the Leases. Document this allocation.

**Non-Governmental Uses of the Equipment**

No less than annually, take the following steps to review and document any non-governmental uses of the Equipment.

1. Confer with personnel responsible for the Equipment to identify, and discuss, any existing or planned use of Equipment financed or refinanced with proceeds of the Leases, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Agreement.

2. Monitor and document sales, leases or other use agreements with respect to the Equipment with nongovernmental entities, not including uses by members of the general public within the meaning of §1.141-3(c) of the Regulations. Compute the percent of private business use or private payments or private security with respect to those nongovernmental uses.

3. Monitor and document management contracts (see e.g., Rev. Proc. 97-13) with nongovernmental entities.

4. Monitor and document other special legal entitlements with respect to the Equipment financed with proceeds of the Leases (e.g., licenses, use agreements, easements, etc.).

5. Consult with legal counsel regarding any private use or proposed change in use with respect to the Equipment.

**Arbitrage and Rebate**

1. If the Leases are expected to be exempt from rebate, as set forth in the Tax Agreement, confirm the small issuer rebate exemption under Section 148(f)(4)(D) of the Tax Code at the end of the calendar year in which the Leases were executed and delivered.

2. If the Leases are not exempt from rebate, hire a rebate calculation agent or perform rebate calculations internally.

3. Make any required rebate payments according to the following schedule:

   a. The first installment is due 60 days after the end of 5th bond year.

   b. Succeeding installments are due 60 days after end of every 5th bond year thereafter.

   c. The final installment is due 60 days after retirement of the Leases.

4. Monitor expenditures of proceeds of the Leases for qualification for rebate expenditure exceptions: 6-month exception, 18-month exception or 24-month exception.

5. Monitor expenditures of proceeds of the Leases against date of issuance expectations, set forth in the Tax Agreement, regarding 3-year or 5-year temporary periods and 5-year hedge bond limitations. If temporary periods or hedge bond limitations are exceeded, determine if yield reduction payments will be made or if investments will be yield restricted.

6. Consult with legal counsel before entering into any post-issuance credit enhancement transactions or any hedging transactions with respect to the Leases or proceeds thereof.

**Response to Noncompliance**

1. Upon a determination of noncompliance, consult promptly with qualified special counsel and other legal counsel and advisers to determine what course of actions can be taken to preserve the tax-exempt status of the Leases.

2. If the noncompliance will be remediated under existing remedial action provisions or tax-exempt bond closing agreement programs contained in the Regulations or other published guidance from the IRS, determine the deadline for taking action and proceed with diligence to take the required remedial actions.

3. If remedial actions are unavailable, determine whether to make a submission to the Tax Exempt Bonds Voluntary Closing Lease Program ("VCAP") under Internal Revenue Manual 7.2.3.

**Record Retention**

1. Retain records of all accounting and monitoring the City carries out with respect to the Leases for at least 3 years after the Leases mature or are prepaid (whichever is earlier); however, if the Leases are prepaid and refunded, the City will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or prepayment of the financial obligation which refunds the Leases.

2. Maintain special records required by the safe harbor for investment contracts or defeasance escrows under §1.148-5 of the Regulations.

3. Maintain a record of the identification on the City's books and records of any "qualified hedge" contract under §1.148-4(h)(2)(viii) and §1.148-11A(i)(3) of the Regulations.

4. Maintain a record of any election not to take depreciation on property required to be owned by a governmental unit which is leased to a nongovernmental entity as required by §1.103(n)-2T Q/A7 of the Regulations.

5. Maintain records of accounting for rebate for a period of at least 3 years after the earlier of the maturity or prepayment of the Leases.

**Reissuance**

A significant modification of the Leases may result in the Leases being deemed refunded or "reissued". Such an event will require, among other things, the filing of new information returns with the federal government and the execution of a new arbitrage certificate. Qualified special counsel should be consulted in the event of modification of the Leases.

**Additional Procedures**

The City is encouraged, but is not required, to adopt additional written practices and procedures in order to further ensure that: due diligence reviews are completed at regular intervals; any officials or employees responsible for review or compliance have been adequately trained; all documents and records needed to substantiate compliance are retained; noncompliance is identified in a timely manner; and any noncompliance is corrected in a timely manner.

I hereby acknowledge that as the Responsible Officer, I have primary responsibility for implementation of these post-issuance procedures relating to the Leases.

*Acknowledgement*:

By: _____
Title: Chief Financial Officer

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-216- Authorizing the issuance of a Purchase Order to Thompson Pump and Manufacturing Company, Inc. for the purchase of one (1) Model 18JSVK-DJDS-90H-DC 18-inch vacuum-assisted, skid-mounted, sound-attenuated emergency bypass pump with Tier III diesel engine and related controls and accessories for Lift Station LS317, utilizing Sourcewell Contract No. 021726-TPM (RFP 021726), in a total amount not to exceed $227,386.00.**

**Requested Action:** Staff recommends approval of the Proposed Resolution No. R26-216.

---

**Explanation of Request:**

The Utilities Department requests approval to purchase one Thompson Pump Model 18JSVK-DJDS-90H-DC, an 18-inch vacuum-assisted, skid-mounted, sound-attenuated emergency bypass pump with a Tier III diesel engine and related controls and accessories, for Lift Station LS317. The pump will allow the City to maintain sewage conveyance during outages or maintenance at the lift station.

The purchase is made under the piggyback exemption of the City of Boynton Beach Purchasing Policy, using Sourcewell Contract No. 021726-TPM for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies. Sourcewell, a Minnesota local government service cooperative, awarded the contract to Thompson Pump and Manufacturing Company, Inc. following Request for Proposals 021726, which was publicly advertised in December 2025 and drew proposals from more than thirty firms. The contract is active through June 11, 2030. The City is a Sourcewell member (Member No. 21407). Pricing under the contract is 25% below the manufacturer's suggested retail price, which reduces the cost of this purchase from $302,899 to $227,386.

The total not-to-exceed amount is $227,386.00, including start-up services and delivery freight, with delivery expected 18 to 20 weeks after order.

**How will this affect city programs or services?** The purchase of the emergency bypass pump for Lift Station LS317 will improve the reliability and resilience of the City's

wastewater collection system by maintaining sewage conveyance during power outages, equipment failures, and planned maintenance. This investment will reduce the risk of sanitary sewer overflows, protect public health and the environment, minimize service disruptions, and support continued compliance with applicable environmental regulations. By purchasing through the Sourcewell cooperative contract, the City will also achieve cost savings of $75,513 compared to the manufacturer's suggested retail price, supporting responsible use of public funds while maintaining essential Utilities services.

**Budgeted Item:** Yes

**Account Line Item and Description:** 403-5000-535-65.04 Project SWR111 Emergency Mobile Generators R&R.

**Procurement Methodology Bids and Purchases Only:** This purchase will be procured through the piggyback exemption of the purchasing policy section IX.8. Piggyback contracts significantly benefit the City of Boynton Beach by providing a cost-effective and efficient way to procure goods and services. By leveraging 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.

**Fiscal Impact:** The fiscal impact to Utilities is for the amount of $227,386.00 which is budgeted in CIP account # 403-5000-536-65.04 Project # SWR111

---

**Attachments:**
R26-216 Agenda_Item_5148-2026_-_Agenda_Item_Resolution_R26-XXX_PO_-_Thompson_Pump_-_Sourcewell_021726-TPM_-_LS317_Bypass_Pump.docx
Exhibit A to Resolution: 10-23-2026--Thompson Pump Sourcewell Quote--18JSVK--LS317--Revision (1).pdf
10-23-2026--Thompson Pump MSRP Price Quote--18JSVK--LS317.pdf
Sourcewell Contract 021726 - TPM Thompson Pump Contract, Pricing, Award& Supporting Backup Docs
18JSVK Spec Sheet.pdf

**RESOLUTION NO. R26-216**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND EXPENDITURE TO THOMPSON PUMP AND MANUFACTURING COMPANY, INC., FOR THE PURCHASE OF ONE (1) MODEL 18JSVK-DJDS-90H-DC 18-INCH VACUUM-ASSISTED, SKID-MOUNTED, SOUND-ATTENUATED EMERGENCY BYPASS PUMP WITH TIER III DIESEL ENGINE AND RELATED CONTROLS AND ACCESSORIES FOR LIFT STATION LS317, UTILIZING SOURCEWELL CONTRACT NO. 021726-TPM, IN A TOTAL AMOUNT NOT TO EXCEED $227,386.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City's Utilities Department requires one (1) Thompson Pump Model 18JSVK-DJDS-90H-DC 18-inch vacuum-assisted, skid-mounted, sound-attenuated emergency bypass pump with a Tier III diesel engine and related controls and accessories (the "Pump") for Lift Station LS317, which will allow the City to maintain sewage conveyance during outages or maintenance at the lift station; and

**WHEREAS**, Sourcewell, a State of Minnesota local government service cooperative, issued Request for Proposals ("RFP") No. 021726 for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, and awarded Contract No. 021726-TPM to Thompson Pump and Manufacturing Company, Inc. ("Vendor"), which is active through June 11, 2030 (the "Sourcewell Contract"); and

**WHEREAS**, the City is a Sourcewell member (Member No. 21407) and is eligible to utilize contracts competitively solicited and awarded by Sourcewell; and

**WHEREAS**, Section IX.8 – Alternatives to Formal Sealed Bids of the City's Purchasing Policy Manual authorizes the City to piggyback contracts awarded by other governmental agencies and purchasing cooperatives where the originating entity complied with requirements equal to or exceeding the City's requirements; and

**WHEREAS**, pricing under the Sourcewell Contract is twenty-five percent (25%) below the manufacturer's suggested retail price, which reduces the cost of the Pump from $302,899.00 to $227,386.00, including start-up services and delivery freight, with delivery expected eighteen (18) to twenty (20) weeks after order; and

**WHEREAS**, the City Commission, upon the recommendation of staff, has deemed it in the

best interests of the City's citizens and residents to authorize the issuance of a Purchase Order and expenditure to Vendor for the purchase of the Pump, utilizing the Sourcewell Contract, in a total amount not to exceed $227,386.00.

**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 purchase of the Pump from Vendor utilizing the Sourcewell Contract, and authorizes the issuance of a Purchase Order and expenditure to Vendor in a total amount not to exceed $227,386.00, including start-up services and delivery freight, at the pricing and scope set forth in Vendor's Quote No. ECR-AC-325-2026 Rev B dated October 23, 2026, attached as Exhibit A. The Purchase Order shall be subject to the City's standard purchase order terms and conditions, which shall control over any conflicting terms in the quote.

**SECTION 3**. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager or designee to execute any ancillary documents required to complete the purchase of the Pump or necessary to accomplish the purposes of this Resolution, provided such documents do not increase the total not to exceed amount approved herein.

**SECTION 4**. A copy of this Resolution shall be provided to Taralyn Pratt for issuance of the Purchase Order to Vendor.

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

[SIGNATURE PAGE TO FOLLOW]

**RESOLUTION NO. R26-216**

**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

**Municipal Sales Division**
4620 City Center Drive
Port Orange, FL 32129
(800) 767-7310 | www.thompsonpump.com
acurry@thompsonpump.com

October 23, 2026

Quote #: ECR-AC-325-2026 Rev B

**City of Boynton Beach**
124 Woolbright Road
Boynton Beach, FL 33425

PH: 5615775161
E: filsaimem@bbfl.us

**RE: FY2026--Thompson Pump LS317 Emergency Bypass Pump**

Marc,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. Per your request, we are providing 2026 Sourcewell pricing for (1) Thompson Pump Model 18JSVK-DJDS-90H-DC, an 18" Vacuum-Assisted, Dry- Priming, Skid-Mounted, Sound Attenuated, High Efficiency Bypass Pump, with a Final Tier III Engine. We understand The City of Boynton Beach will utilize this pump for emergency bypass operations at LS317.

Sourcewell serves as a National Municipal Contracting Agency which enables City of Boynton Beach to avoid the time and expense of purchasing this pump through the traditional public bid process. Sourcewell facilitates a "competitive bidding process" on behalf of its members, establishing a legal contract pathway which allows you to efficiently choose the high quality products and services you need while saving valuable time and money. Our Sourcewell Contract number is: 021726-TPM. You can also visit Thompson Pump's Sourcewell contract landing page at: https://www.sourcewell-mn.gov/cooperative-purchasing/021726-tpm to view all Thompson Pump's Sourcewell contract documents and your Sourcewell membership status. Please reference the following Sourcewell information on any purchase orders:

**City of Boynton Beach Sourcewell Member Number: 21407**
**TPM Sourcewell Contract #: 021726-TPM**
**TPM Sourcewell Contract Maturity Date: June 11th, 2030**
**TPM Sourcewell Category: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories & Supplies**

This quotation is valid for 30 days from the date above.

Should you require further information or have any questions, please feel free to contact me directly at the cell number/email listed below.

Thank you for the opportunity to earn your business.

Sincerely,

Allan Curry

**Allan Curry**
Thompson Pump & Manufacturing Co., Inc. - Municipal Sales
Cell: 561-284-5149
Email: acurry@thompsonpump.com

cc: David Perry, TPM Municipal Sales Manager, Cell: 386-527-3265

**Municipal Sales Division**
4620 City Center Drive
Port Orange, FL 32129
(800) 767-7310 | www.thompsonpump.com
acurry@thompsonpump.com

Sourcewell Awarded Contract
Contract # 021726-TPM

## Sourcewell Contract # 021726-TPM - PRICE QUOTE

| Product Description | Qty. | Sourcewell Unit Price | Sourcewell Subtotal |
|---|---|---|---|
| **Thompson Pump Model: 18JSVK-DJDS-90H-DC, (Sourcewell Skid-Mount Price)** | 1 | $206,250 | $206,250 |
| **Size:** "18 x 18" Flange X Flange | | | |
| **Max Performance:** 3,200 GPM Max; 273 ft TDH Max | | | |
| **Performance Duty Point Required:** N/A | | | |
| **Impeller: 17.5**", high efficiency enclosed impeller; 3" solids handling | | | |
| **Engine:** J. Deere 6090H, 300 HP, in-line, 4-cycle, turbo-charged, electronically governed, diesel engine with DOC only (Diesel Oxidation Catalyst) to meet FT4 emission standards without any additional after treatment. | | | |
| **Priming System:** OVT (Oil-less Vacuum Technology®) is a dry-running vacuum priming system that reliably and automatically primes and reprimes the pump from a dry state. Non-contacting rotors run without sealing or lubricating oil, eliminating internal wear for consistent performance over time. Air-cooled with high air handling (97 CFM) and high vacuum (28.4" Hg), it tolerates accidental liquid carryover and needs service only every 20,000 hours. | | | |
| **Base Frame/Fuel Tank:** Skid-mounted, modular, base frame/fuel tank with a 220 US gallons. | | | |
| **Standard Equipment:** Modular fuel tank/base frame, lifting provision, document box, interior base drain, engine oil drain, valve kit, alternator, radiator, exhaust muffler and exhaust stack, engine safety shutdowns tachometer, hour meter, vacuum gauge, fuel gauge, 12VDC battery, fuel cap, integral fuel tank cleanouts and drain ports, fuel strainer, and 65' auto start/stop non-mercury mechanical floats. | | | |
| **RECON 2000 Control Panel:** Thompson Pump advanced control panel capable of auto start/stop via 65' non-mercury mechanical floats and/or level transducer. | | | |
| D Tank Upgraded Capacity: Non-UL Listed Double-Walled 187-gallon | 1 | $10,204 | $10,204 |
| Silent Knight® Enclosure (C): | | | Included |
| Permanent-mount package: 4–8 welded mounting tabs with high-density rubber isolator pads: | | | Included |
| Universal Priming Chamber: | | | Included |
| RECON 2000 Control Panel with 65' auto start/stop floats: | | | Included |
| Central Fuel Supply & Return Connection for Stationary Thompson Pumps - MNPT bulk head fittings mounted outside enclsoure with ball valves to redirect to base tank: | 1 | $950 | $950 |
| SCADA Interface with (6) Dry Contact Alarms - SS Junction Box, with labled relays, mounted outside the Silent Knight enclosure for central location for alarms/floats: | 1 | $2,126 | $2,126 |
| Solar Battery Charger - Solar panel mounted outside (controller inside) the Silent Knight enclsoure for maintaning the CCA of 12VDC lead-acid, industrial battery: | 1 | $1,276 | $1,276 |

**Municipal Sales Division**
4620 City Center Drive
Port Orange, FL 32129
(800) 767-7310 | www.thompsonpump.com
acurry@thompsonpump.com

| Product Description | Qty. | Sourcewell Unit Price | Sourcewell Subtotal |
|---|---|---|---|
| Inside Work Lights with Toggle Switch - LED work lights mounted inside the Silent Knight enclosure: (1) above the diesel engine and (1) above the pump components (Qty. 2): | 1 | $442 | $442 |
| Curb Side or Rear Side Discharge Orientation - Changing the pump's discharge direction to match a specific lift station piping plan: | 1 | $1,276 | $1,276 |
| 0-15 PSI Submersible Level Transducer with Guard - 4-20mA signal to auto start/stop/maintain RPM with the level of water in the wet well - 100' Wet & 10' Dry Cable with D. Box: | 1 | $2,262 | $2,262 |
| TPM Start-Up Services for Stationary Thompson Pumps: | 1 | $1,500 | $1,500 |
| Delivery Freight Charges to Boynton Beach, Florida: (not to exceed) | 1 | $1,100 | $1,100 |
| **Total for (1) Stationary Thompson Pump 18JSVK-DJDS-90H-DC :** | | | **$227,386** |

## Terms & Conditions

- Delivery freight charge: Included in total sale price above.
- Delivery lead time: 18-20+ weeks after receipt of order w/ approved submittals
- Sales stock can be delivered in 1-2 weeks after receipt of order w/ approved submittals
- Sales stock must be delivered as built. Changes will extend delivery lead time.
- FOB: Port Orange, FL
- Payment terms: Net 30 Days w/ Credit Approval
- Applicable sales tax is not included in total sale price above.
- Please provide a copy of tax-exemption certificate at time of purchase, if applicable
- No penalties or liquidated damages are acceptable.
- Cancellation of order will result in restocking fees.

**Municipal Sales Division**
4620 City Center Drive
Port Orange, FL 32129
(800) 767-7310 | www.thompsonpump.com
acurry@thompsonpump.com

October 23, 2026

Quote #: ECR-AC-326-2026

**City of Boynton Beach**
124 Woolbright Road
Boynton Beach, FL 33425

PH: 561-577-5161
E: filsaimem@bbfl.us

**RE: FY2026--Thompson Pump LS317 Emergency Bypass Pump**

Marc,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. Per your request, we are providing MSRP for (1) Thompson Pump Model 18JSVK-DJDS-90H-DC, an 18" Vacuum-Assisted, Dry- Priming, Skid-Mounted, Sound Attenuated, High Efficiency Bypass Pump, with a Final Tier III Engine. We understand The City of Boynton Beach will utilize this pump for emergency bypass operations at LS317.

Should you require further information or have any questions, please feel free to contact me directly at the cell number/email listed below.

Thank you for the opportunity to earn your business.

Sincerely,

Allan Curry

**Allan Curry**
Thompson Pump & Manufacturing Co., Inc. - Municipal Sales
Cell: 561-284-5149
Email: acurry@thompsonpump.com

cc: David Perry, TPM Municipal Sales Manager, Cell: 386-527-3265

**Municipal Sales Division**
4620 City Center Drive
Port Orange, FL 32129
(800) 767-7310 | www.thompsonpump.com
acurry@thompsonpump.com

# PRICE QUOTE

| Product Description | Qty. | List Unit Price | List Subtotal |
|---|---|---|---|
| 18JSVK-DJDS-90H-MC--18X18 skid-mounted, sound attenuated , high head capacity, bypass pump with a Tier III engine: | 1 | $275,076 | $275,076 |
| Upgrade fuel tank to Non-UL double-walled 187-gallon--D-Tank: | 1 | $13,610 | $13,610 |
| Centralized Fuel Supply and Return Connections: | 1 | $1,267 | $1,267 |
| SCADA Interface with (6) Dry Contact Alarms: | 1 | $2,835 | $2,835 |
| Solar Battery Charger: | 1 | $1,702 | $1,702 |
| Inside Work Lights--(2) mounted inside sound canopy: | 1 | $589 | $589 |
| Curbside Discharge--discharge dierction to match site plan: | 1 | $1,700 | $1,700 |
| 0-15 psi Level Transducer with guard: | 1 | $3,020 | $3,020 |
| TPM Start-Up Services--Aftermarket team to certify installation, warranty and provide start-up report: | 1 | $2,000 | $2,000 |
| Delivery Freight Charges to Boynton Beach, Florida--(not to exceed): | 1 | $1,100 | $1,100 |
| **Total for Accessories & Options :** | | | **$302,899** |

## Terms & Conditions

- Delivery freight charge: Included in total sale price above.
- Delivery lead time: 18-20+ weeks after receipt of order.
- Sales stock can be delivered, AS IS, in 1-2 weeks after receipt of order. Changes must be pre-approved and will extend delivery lead time.
- FOB: Port Orange, FL
- Payment terms: Net 30 Days w/ Credit Approval
- Sale prices do not include applicable sales taxes.
- Please provide a copy of tax-exemption certificate at time of purchase, if applicable
- No penalties or liquidated damages are acceptable.
- Cancellation of order will result in restocking fees.

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



**MASTER AGREEMENT #021726**
**CATEGORY: Sewer Vacuum, Hydro-Excavation and Municipal Pumping Equipment with Related Accessories and Supplies**
**SUPPLIER: Thompson Pump and Manufacturing Company, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Thompson Pump and Manufacturing Company, Inc., 4620 City Center Drive, PO Box 291370, Port Orange, FL 32129 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

## Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 11, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in #021726 to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:
      a. Sewer vacuums;
      b. Sewer jetters and rodders;
      c. Hydro or air excavation equipment;
      d. Combination sewer cleaning and hydro-excavation units;
      e. Dewatering, mud, trash, and centrifugal pumps;
      f. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
      g. Accessories, supplies and replacement or wear parts related to the respondent's offering of solutions in sub-sections 1. a.- f. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## Article 2:
## Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

    The Report must contain the following fields:
    - Participating Entity Name (e.g., City of Staples Highway Department);
    - Participating Entity Physical Street Address;
    - Participating Entity City;
    - Participating Entity State/Province;
    - Participating Entity Zip/Postal Code;
    - Sourcewell Participating Entity Account Number;
    - Transaction Description;
    - Transaction Purchased Price;
    - Sourcewell Administrative Fee Applied; and
    - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

    If collected by Supplier, the Report may include the following fields as available:
    - Participating Entity Contact Name;
    - Participating Entity Contact Email Address;
    - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3:
## Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Docusign Envelope ID: 19CACD0C-8BF8-86CC-82F6-B32B012A6AF0



Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/10/2026 | 2:21 PM CDT

Thompson Pump and Manufacturing Company, Inc.

DocuSigned by:
D723BBC6D2C5435...

By: _____
David Perry
Title: TPM Municipal Sales Manager

Date: 6/10/2026 | 10:39 AM PDT

# RFP 021726 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

## Vendor Details

| | |
|---|---|
| Company Name: | Thompson Pump and Manufacturing Company, Inc. |
| Does your company conduct business under any other name? If yes, please state: | Thompson Pump and Manufacturing Company, Inc. |
| Address: | 4620 City Center Drive<br>Port Orange , FL 32129 |
| Contact: | David Perry |
| Email: | dperry@thompsonpump.com |
| Phone: | 386-527-3265 |
| Fax: | 386-761-0362 |
| HST#: | 59-1286389 |

## Submission Details

| | |
|---|---|
| Created On: | Thursday January 29, 2026 08:23:01 |
| Submitted On: | Tuesday February 17, 2026 14:51:28 |
| Submitted By: | David Perry |
| Email: | dperry@thompsonpump.com |
| Transaction #: | 477a4436-0b02-4a49-be0f-6d6cb2e5db13 |
| Submitter's IP Address: | 69.15.33.202 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Thompson Pump and Manufacturing Company Inc. | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes. | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | N/A | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | CAGE Code: 9U118<br>UEI (SAM): MU2BDJSBKGL3 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | NAICS - 333911<br>NAICS - 333914<br>Product Service Codes can be provided upon request. | |
| 6 | Proposer Physical Address: | P.O. Box 291370<br>4620 City Center Drive<br>Port Orange, FL 32129 | * |
| 7 | Proposer website address (or addresses): | www.thompsonpump.com | * |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | David Perry<br>TPM Municipal Sales Manger<br>4620 City Center Drive<br>Port Orange, FL 32129<br>dperry@thompsonpump.com<br>Mobile: 386-527-3265<br>Main Office: 386-767-7310 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | David Perry<br>TPM Municipal Sales Manger<br>4620 City Center Drive<br>Port Orange, FL 32129<br>dperry@thompsonpump.com<br>Mobile: 386-527-3265<br>Main Office: 386-767-7310 | * |

| | | | |
|---|---|---|---|
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Martin Strong<br>TPM Municipal Applications Engineer<br>4620 City Center Drive<br>Port Orange, FL 32129<br>mstrong@thompsonpump.com<br>Mobile: 386-780-4189<br>Direct Office: 386-944-4195<br><br>Kelly Seliga<br>TPM Director of Finance<br>4620 City Center Drive<br>Port Orange, FL 32129<br>kseliga@thompsonpump.com<br>Direct Office: 386-944-4219<br><br>Bobby Zitzka<br>TPM Vice President of Sales<br>4620 City Center Drive<br>Port Orange, FL 32129<br>bzitzka@thompsonpump.com<br>Mobile: 407-448-8734<br>Direct Office: 386-944-4192 | * |

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

| Line Item | Question | Response * | |
|---|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | Thompson Pump and Manufacturing Company is a family-owned, pump manufacturing company based in Port Orange, FL. Thompson Pump is a full-service pump manufacturer and provider of high quality bypass, dewatering, and general construction pumps. Thompson Pump also provides pumping equipment accessories and engineering expertise for the toughest emergency pumping applications. Since 1970, Thompson Pump has assisted clients worldwide with pump rentals, sales, service, repair, design, installation, and operational support. Thompson Pump partners with local service centers throughout the United States with hundreds of locations nationwide. The company is also aligned with more than 18 stocking distributors and 135 dealers in the United States alone. 32 distributors in Canada, and more internationally. The company achieved ISO 9001-2015 quality re-certification for their Port Orange manufacturing facility in 2025; in addition, new ISO 45001 and ISO 14001 certifications for environmental and safety management standards. Thompson Pump & Manufacturing Company Inc. is dedicated to designing, developing, and producing new dewatering and construction pump products which define durability and reliability throughout the industry. We will produce and provide pumping systems of the highest quality, without defects, and will support their use with technical competence and prompt and accurate service. We will earn and maintain the reputation of being the most knowledgeable, reliable, and customer supportive company in our industry and we will be good ambassadors to all markets as we become a global supplier of pumping systems and expertise. We will be the type of company for whom local people will want to be employed and we will be good corporate citizens. As such, we will continue to be conscious of our responsibilities toward our community and the environment and our every action with employees, vendors, and customers will be guided by high ethical standards and moral principles. Our employees and representatives will conduct themselves in a professional manner at all times. We believe in dealing professionally, honestly, morally, and ethically at all times with our customers, our vendors, our fellow employees and with all those with whom we come in contact. We believe that profit is the result of conducting business properly, efficiently, and accurately. Therefore, while we must function profitably in order to operate our business, profit should not be the focal point of our daily activities. It should be the result of performing those activities correctly. We believe that we have the ability to be innovative and creative. Therefore, we will use those talents and capabilities to envision, design, develop, and produce top quality products and valuable services that will challenge our employees, enhance our company, and benefit our customers, our industry and society in general. We believe in striving constantly to improve our company, the caliber of our employees and the quality of our products. We will not be satisfied with anything less than superior performance.<br>We will be a company for which people want to be employed and with which customers and vendors want to do business. Thompson Pump will be a good corporate citizen recognizing our responsibilities to our local communities, our country, and to the environment. | * | |

| | | | |
|---|---|---|---|
| 12 | What are your company's expectations in the event of an award? | Upon being awarded our 4th Sourcewell contract, Thompson Pump expects to strengthen our partnership with Sourcewell and its participating agencies. As our primary sales strategy to grow government sales through the US and Canada, we will immediately leverage the contract by educating our municipal sales team, regional managers, and entire distributor network on Sourcewell's processes and benefits. Thompson Pump is prepared to invest in a comprehensive marketing plan to announce and promote the contract – including optimizing the municipal landing page within our website, issuing press releases, promoting at water/wastewater conferences like WEFTEC and WWETT, and providing informational materials to potential government customers. We anticipate a significant increase in outreach to Sourcewell members, as Thompson Pump's entire sales team and our nation-wide distributor network will work together to cover the entire US and Canada with hopes of doubling government sales outside the State of Florida. We will actively engage municipalities and other public entities, demonstrating how they can streamline procurement of our pumps, accessories, and services through this contract. Internally, we will assign dedicated contract management personnel to ensure smooth on-boarding of the contract and compliance with all reporting requirements. Overall, our expectation is to grow our government sales by offering Sourcewell members our full range of pumping solutions, and to deliver excellent service such that Sourcewell and its members view Thompson Pump as a top-performing supplier. We understand that an award carries the responsibility of meeting Sourcewell's high standards; therefore, we are fully committed to professionalism, responsiveness, and continuous improvement throughout the contract term. | * |
| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | Thompson Pump is financially stable and has a strong balance sheet, reflecting over five decades of successful operations. As a privately held company, we do not publicly release detailed financial statements; however, we can provide meaningful indicators of our financial health. In recent years, Thompson Pump has achieved annual revenues exceeding $100 million in 2018, and we have maintained profitability and positive cash flow consistently throughout the years. Our company has no long-term debt and finances its growth internally, which speaks to prudent fiscal management. Dun & Bradstreet and other credit agencies consistently rate Thompson Pump as a low credit risk (current rating of 41A- credit references can be supplied upon request). We have also demonstrated strategic financial decision-making – for instance, in 2019 we sold our rental division to United Rentals - Fluid Solutions Division to focus on core manufacturing, a move that bolstered our capital position and sharpened our business model. Thompson Pump's net worth and liquidity are more than sufficient to fulfill large orders and to weather economic cycles. We can provide bank reference letters and bonding capacity letters to evidence our financial strength (supporting documents can be uploaded separately). In summary, Thompson Pump's 56+ year track record, substantial revenues, and conservative financial practices all indicate a stable and dependable partner for Sourcewell and its members. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | Thompson Pump is recognized as a leading supplier in the U.S. municipal and industrial pump market, particularly for portable diesel-driven pumping equipment. With limited data available for our specialized products, our exact U.S. market share can not be confirmed. It can be estimated to be between 10%-12% (based on the data we have gathered each year) where the end-user of the Thompson Pump product is a government entity. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Thompson Pump's has always been eager to grow municipal sales in Canada, and we have recently hired a regional manager in Canada that will help us do exactly that. Thompson Pump's current market share in Canada is less than in the U.S. We serve Canadian customers through select regional distributors and direct exports. Over the past several years, we have supplied our pumps to municipal and industrial clients in multiple Canadian provinces. Due to the lack of real data for our specialized products in Canada, we can only estimate our current Canadian market share between 5%-7% (based on activity with our distributors located in Canada). | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | None. Thompson Pump and Manufacturing Company, Inc. has not been involved in any bankruptcy proceedings in the past seven years. The company has maintained continuous operations and has met all financial obligations. We also affirm that should any bankruptcy proceeding occur during the pendency of this RFP or the resulting contract term, we will notify Sourcewell in writing as required. (No bankruptcy information to disclose.) | * |

| | | | |
|---|---|---|---|
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | a) N/A.<br>b) Thompson Pump as Manufacturer and a Service Provider: Thompson Pump is best described as a manufacturer of pumping equipment, pumping accessories, and related services. We design and build our own products at our facilities, and we take solutions to market through a hybrid sales strategy that includes both direct company-employed staff and municipal distributors for select territories throughout the US and Canada . Our internal sales and service team consists of experienced VP of Sales, municipal sales reps, regional managers, application engineers, inside sales team, parts sales, accessory sales reps, and product support specialists – these individuals are employees of Thompson Pump. They work closely with customers and provide factory-direct guidance, especially in areas or projects not covered by a local municipal distributor. In parallel, we have a network of authorized independent distributors across the United States and internationally (16 dealers in the U.S. and 12 abroad, as of recent counts. These municipal distributors act as our factory-authorized authorized sellers and service providers in their respective territories. They are separate businesses (third parties) authorized by Thompson Pump, and they bring local presence and support to all Sourcewell members. We maintain strong relationships with our distributor/dealer network/national accounts through formal agreements, training programs, and regular communication. In delivering the products and services proposed in this RFP, sales may be handled either by Thompson Pump employees (Mfg. Direct) or by a municipal distributor depending on a per-determined geographic territory (new Sourcewell Hybrid Sales Model). All technicians performing service on Thompson Pump equipment are factory-trained, some are Thompson Pump employees (e.g. field service reps based out of our Florida headquarters or regional offices), and some are employees of our independent municipal distributors who have been certified to service our products. There is a close, trusting partnership that has developed over time and with Thompson Pump's in-house team providing oversight, advanced technical support, and warranty administration for the entire network, while the distributor personnel provide local sales outreach and hands-on service, will be a winning plan to grow government sales through Sourcewell. This manufacturer-to-distributor relationship ensures that Sourcewell participating entities will receive both the benefit of dealing with the OEM (original equipment manufacturer) and the convenience of local distribution. In summary, Thompson Pump's structure as a manufacturer with a blended sales/service force allows us to cover a broad geography more effectively, with clear lines of support whether the individual assisting the customer is TPM or a Municipal Distributor. All parties representing Thompson Pump are held to our high standards of customer service and technical expertise. | * |

| | | | |
|---|---|---|---|
| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Thompson Pump & Manufacturing Company, Inc. is a registered corporation in the State of Florida, and is authorized to distribute our products nationally and internationally.<br>Tax I.D. # 59-1286389<br>D&B # 05-339-6529 (4A1)<br>CAGE Code: 9U118<br><br>Thompson Pump operates in the manufacturing and sale of pumps, which generally does not require special contractor licenses or trade licenses in most jurisdictions. However, we ensure full compliance with any applicable licensing requirements for the scope of work in this RFP. For example, any on-site installation or construction services were needed (such as: installing a Stationary Thompson Pump), we would confirm any/all subcontractors are properly licensed, insured, or ensure our team meets local licensing regulations. At present, no special professional licenses are required for the core business of supplying pumping equipment under this contract.<br>We do maintain several important certifications that demonstrate our qualifications and commitment to excellence:<br>ISO Certifications: Thompson Pump recently renewed our ISO 9001:2015 certified (Quality Management System). In 2025, we also attained ISO 14001:2015 (Environmental Management) and ISO 45001:2018 (Occupational Health & Safety) certifications. These certifications verify that our manufacturing and business processes meet rigorous international standards for quality control, environmental stewardship, and worker safety.<br>Employee/Operator Certifications: Our service technicians (both in-house and at distributors) often hold relevant certifications for equipment repair and safety training (e.g., OSHA 30-hour safety certification, MSHA certification for mining environments, and forklift/heavy equipment operation certifications). While these are not “licenses” per se, they are important credentials that we ensure our staff and partners maintain in pursuit of the business contemplated by this RFP.<br>Engine Emissions Compliance: All our products are powered by engines that are fully EPA Tier 4 Final compliant (and Environment Canada compliant) for diesel emissions. We hold the necessary EPA certificates of conformity via our engine suppliers for all engine-driven models. This is a regulatory requirement rather than a license, but it is critical to our ability to sell and operate equipment in all regions.<br>Corporate Registrations: Thompson Pump is registered to do business in most US states and is in good standing in all required jurisdictions. We maintain an active registration in the U.S. federal System for Award Management (SAM) and have a valid CAGE code (provided above), which may be pertinent for federal purchases.<br>If there are any additional licenses or certifications specifically required to perform work under this RFP (for example, if a participating entity requires a contractor’s license for on-site assembly), Thompson Pump will obtain such licenses or work with properly licensed partners. At this time, we are not aware of any further mandatory certifications needed for delivering the proposed products and services. (If Sourcewell or participating entities identify any additional requirements, Thompson Pump will promptly comply.) | * |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | None. Thompson Pump and Manufacturing Company, Inc., and any related responsible entities, have not been debarred or suspended from doing business with any federal, state, or local government agency in the past seven years. We have a spotless record of compliance and good standing. In the unlikely event that Thompson Pump were to become debarred or suspended by any public agency during the RFP evaluation or contract term, we will immediately notify Sourcewell in writing, as required. (No debarment/suspension issues to disclose.) | * |

| | | | |
|---|---|---|---|
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | Thompson Pump has been honored with multiple industry awards and recognition in recent years, reflecting our excellence in manufacturing, innovation, and corporate culture. Notable awards from the last five years include:<br>Volusia Manufacturers Association (VMA) Awards (2025): Thompson Pump received two prestigious awards from the VMA in 2025 – the Manny Award for Lifetime Achievement in Manufacturing (presented to a Thompson Pump executive for exceptional contributions to manufacturing) and the Best Practice Award for our company's outstanding "Well-Being at Work" employee wellness program (presented to Victor Nadeau, HR Director). These awards highlight our leadership in both industry performance and employee care.<br>Cigna Well-Being Award – Outstanding Culture of Well-Being (2020 & 2021): Thompson Pump was recognized by Cigna in both 2020 and 2021 for our commitment to employee health and wellness. In 2021, we earned the top-tier "Outstanding Culture of Well-Being" award in North Florida, marking the second consecutive year of recognition. This award showcases our efforts in creating a healthy, productive workplace – an initiative that translates into better service for our customers through engaged and motivated employees.<br><br>Gator100 Honoree (2024 & 2025): Thompson Pump achieved back-to-back inclusion in the University of Florida's Gator100 list in 2024 and 2025, which recognizes the fastest-growing companies led or owned by UF alumni. Our President, Chris Thompson, is a UF alumnus, and Thompson Pump's strong growth earned us a place among this elite group two years running. This recognition underscores our business success and momentum.<br>Industry Press Recognition: We have been frequently featured in industry publications and received accolades for our products and projects. For example, Thompson Pump's innovative solutions in bypass pumping have been highlighted in Utility Contractor Magazine and other trade journals. In 2022, Utility Contractor Magazine ran a feature on Thompson Pump's award of the Sourcewell contract and lauded our company's long-standing service to government customers. While not technically awards, such profiles demonstrate industry acknowledgement of Thompson Pump's leadership.<br>Local and Community Awards: Thompson Pump has also been recognized in our local community of Port Orange/Volusia County, FL – receiving awards such as the local Chamber of Commerce's Industry Appreciation awards for our contributions to economic development and employment in the region (we are one of the largest manufacturers in our area. Additionally, members of our leadership team have earned personal honors (for instance, our Director of Finance received the 2025 Manny Award as mentioned, and our company founders were inducted into the Volusia County Business Hall of Fame for their contributions over the years).<br>These awards and recognition reflect a pattern of excellence at Thompson Pump – in manufacturing quality, innovation, growth, employee well-being, and community engagement. We intend to carry this high standard of performance into our partnership with Sourcewell. (Supporting documentation and press releases for the above honors can be provided upon request.) | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | Governmental entities (encompassing federal, state, and local governments, as well as municipal utilities and special districts) represent a significant and growing portion of Thompson Pump's business. Over the past three years, approximately 20%–25% of our total sales have been to the governmental/public sector (estimate; more detailed breakdown can be provided if required). This includes direct purchases by cities and counties, sales through cooperative contracts like Sourcewell and the Florida Sheriffs Association contract, and sales to federal agencies or military (e.g., via GSA schedule). The remaining share of our sales is to private sector clients (such as construction contractors and industrial companies, that install the pump, then transfer ownership to the government entity. Thompson Pump has strategically focused on the government sector, as evidenced by our dedicated Municipal Sales division and our participation in multiple public procurement programs. We anticipate that with a new Sourcewell award, the percentage of our sales to government entities will further increase, as the contract will make it easier for those customers to procure our solutions, especially with the Hybrid Sales Strategy for Sourcewell purchases. Our strong experience in serving government clients (roughly one-quarter of our business) means we understand public-sector requirements and are fully prepared to meet them. | * |

| | | | |
|---|---|---|---|
| 22 | What percentage of your sales are to the education sector in the past three years? | Sales to the education sector (primarily universities, colleges, and K-12 school systems) have been a very small portion of Thompson Pump's business – on the order of less than 1% or less of total sales in the past three years. Educational institutions are not frequent direct purchasers of large pumping equipment; however, some universities (particularly those with significant research facilities or utility infrastructure) and school districts (for major infrastructure or emergency management) have procured Thompson Pump products. We have, for example, provided portable pumps to a few university facilities departments for campus flood control and to technical colleges for training purposes. While our direct sales to education customers have been minimal, we recognize that many educational entities are Sourcewell members. If awarded the contract, we will extend our outreach to include these entities and ensure they are aware of how Thompson Pump solutions can benefit their campus infrastructure or emergency preparedness plans. We are fully willing to serve any education sector participant; the low historical percentage simply reflects the market characteristics of our product niche. (In summary, education sector sales are <1% currently, but we are positioned to support those clients as needed.) | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | Thompson Pump participates with the Florida Sheriffs Association and Sourcewell.<br><br>In the past, we have held co-operative purchasing contracts with the VSA- Virginia Sheriffs Association, NCSA- North Carolina Sheriffs Association, and GSA, but none of these co-operative contracts have been active over the last 2.5 years. We are confident that Sourcewell (remaining 49 US states) and FSA (only FL) will allow us to meet our government sales goals moving forward. Below is a list of other purchasing agreements and a note on their usage/sales volume in the past three years:<br><br>Other State/Cooperative Agreements: Thompson Pump products are also available via certain state-specific contracts or distributor-held state contracts. For instance, we have worked with cooperative agreements in states like Georgia (through a state DOAS contract held by a dealer) and Louisiana (through a state term contract for pumps). Each of these channels has contributed additional sales (typically in the low hundreds of thousands of dollars annually, combined). (Detailed breakdown by state contract can be provided if needed.) | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | In the past, Thompson Pump's principal federal contract was the GSA Multiple Award Schedule (as noted above). We do not currently hold any Canadian Standing Offers or Supply Arrangements (SOSAs) directly, but we serve Canadian agencies via open market sales or through our U.S. contracts when permissible. Canadian SOSAs: Thompson Pump does not yet hold a formal Canadian federal Standing Offer/Supply Arrangement. We have, however, engaged Canadian public sector clients via direct procurement. If demand grows, we are open to pursuing Canadian Public Services and Procurement Canada (PSPC) agreements or provincial standing offers.<br>To summarize, aside from Sourcewell, our FSA is the most significant broad government contract we hold, and Sourcewell has proven to be the most effective channel for government sales. We are experienced in managing contract compliance and volume reporting for these agreements. (Detailed sales figures and copies of contract award documents are available upon request or included in the uploaded documents.) | * |

### Table 2B: References/Testimonials

**Line Item 25**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Orange County Utilities<br>8100 Presidents Drive<br>Orlando, FL 32819 | Nathaniel Haney | 407-836-6990 | * |
| Sarasota County Public Utilities<br>1001 Sarasota Center Blvd.<br>Sarasota, FL 34240 | Jill Dallman | 941-861-0951 | * |
| City of North Port Utilities<br>6644 W. Price Blvd.<br>North Port, FL 34291 | Mike Acosta | 941-628-8179 | * |

### Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|---|---|---|
| 26 | Sales force. | Thompson Pump's sales force is structured to provide nationwide coverage in the U.S. (and support in Canada) through a combination of direct company sales representatives and authorized distributor sales personnel. Our internal sales team includes a Vice President of Sales, a Municipal Sales Manager (dedicated to government accounts), and several Regional Sales Managers who oversee different territories across North America. These Thompson Pump employees focus on strategic accounts, large projects, and regions without assigned distributors. In total, Thompson Pump employs approximately 15 full-time sales and application specialists in-house who are responsible for supporting Sourcewell and other contract sales. Many of our direct sales managers are positioned regionally (e.g., Northeast, Southeast, Midwest, West Coast) to be readily available to customers and to assist our distributors.<br>Complementing our direct team, we have a vast network of independent distributors with their own local sales forces. Thompson Pump's distributor network currently consists of 16 authorized U.S. distributors (covering most states) and multiple international partners (including at least one in Canada)[8][3]. Each distributor typically has dedicated sales representatives who market Thompson Pump products within their territory. These distributor sales reps are experts in our product line; they are trained by Thompson Pump and supported by our regional managers. When combined, the number of personnel involved in selling Thompson Pump solutions is substantial – we estimate over 50 individuals in the U.S. and Canada are actively selling or promoting our pumps (this includes our direct employees and the staff of our distributors).<br>Importantly, all sales personnel (whether Thompson or distributor) operate in a coordinated fashion under Thompson Pump's guidance. There is often overlap and collaboration: for example, a distributor's salesperson might bring Thompson Pump's regional manager on joint sales calls for technical expertise, or our Municipal Sales Manager might refer a lead to the local distributor if it falls in their territory. We ensure overlap between sales and service functions as well – many of our sales reps (especially at distributors) have technical backgrounds and work closely with service teams to address customer needs comprehensively.<br>Hybrid Sales Model Implementation: In alignment with the hybrid model described in the RFP, our sales force deployment works as follows: If a Sourcewell participating entity is located within a territory served by a designated municipal distributor, that distributor's sales team will take the lead on the Sourcewell quote or proposal, providing local consultative service (with Thompson Pump corporate assisting as needed). Conversely, if a participating entity is outside any distributor territory (or if none is clearly applicable), Thompson Pump's direct sales staff will handle the inquiry and work directly with the customer on quotes and orders. In scenarios that are unclear or border multiple territories, Thompson Pump's management will exercise discretion to involve either a distributor or direct sales (or both) to ensure the customer receives prompt and effective service. This flexible approach means our sales force can adapt to any location or customer preference, guaranteeing that every Sourcewell member is covered by a knowledgeable representative.<br>In summary, Thompson Pump's sales force is comprehensive and well-distributed: we maintain direct oversight and expertise while leveraging local distributor presence. With dozens of trained sales professionals across North America, we are fully capable of meeting the demand from Sourcewell participating entities of all sizes and locations. |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | Thompson Pump is excited to offer a Hybrid Municipal Sales Strategy to Sourcewell members in selected territories. For many years, Thompson Pump sells and delivers its solutions through a strong network of authorized sellers, which includes independent dealers and distributors and national accounts strategically located to serve customers regionally. This distribution network is one of Thompson Pump's greatest strengths in reaching participating entities efficiently. Key features of our authorized seller network are:<br>Coverage and Locations: We have authorized distributors covering targeted areas of the United States and parts of Canada. For example, we have dealers in the Southeast, across the Gulf Coast, in the Northeast corridor, the Midwest, and the West Coast, as well as partners in Alaska and Hawaii for special projects. In Canada, we have at least one distributor (in New Brunswick, covering Eastern Canada) and we serve other provinces via our U.S. network or direct sales. A full list of current authorized sellers with their locations will be provided in our documentation. This network ensures that a local or regional point of contact is available to Sourcewell members, minimizing response times and shipping costs.<br><br>Municipal Distributor Role and Capabilities: Each authorized distributor is carefully selected for their expertise in pump equipment and their capability to focus on government sales, service, and support. Our Municipal Distributors maintain inventory of Thompson Pump products (especially fast-moving models and parts) and have demonstration/rental units available. They are responsible for front-line interaction with customers in their territory – including site visits, needs assessments, quoting (using Sourcewell pricing when applicable), and after-sale support. These distributors are not just resellers; they are full-service partners able to perform warranty repairs and maintenance. Many have been Thompson Pump partners for decades, reflecting stability and experience. |

Independent but Authorized: The dealer network is independent (most are privately owned companies) rather than company-owned branches. However, they operate under authorization agreements that require adherence to Thompson Pump's performance standards, training, and reporting requirements. We consider them an extension of our organization. For instance, all dealer sales and service staff receive factory training at Thompson Pump. They also are provided with the latest product updates and participate in our annual distributor meetings where best practices are shared.

Hybrid Sales Strategy: As described, if a Sourcewell Participating Entity is within a Municipal Distributor's specified territory, that authorized municipal distributor will handle the Sourcewell quote and procurement process under TPM's Sourcewell contract (Option A of our hybrid model). This means the local distributor will prepare the Sourcewell quote (using our approved contract pricing) and work directly with the entity to finalize the order. Thompson Pump headquarters supports this process by verifying contract pricing compliance and assisting with any technical or special requirements on the quote. The municipal distributor will then deliver the equipment and provide any needed training or setup. If an government entity is outside the reach of a municipal distributor territory (Option B), Thompson Pump (Mfg. Direct) will handle the sale directly at our discretion (Option C) comes into play when, for example, a customer is near a territory boundary or has a pre-existing relationship with our company – in those cases, we decide whether to assign the sale to a distributor or manage it internally, always with the goal of making it seamless for the customer. Ultimately, feedback from the Sourcewell member will be a key factor in how the opportunity is handled.

Other Distribution Methods: In addition to traditional distributors, Thompson Pump sells directly to certain large national rental companies (National Accounts) and OEM partners (who incorporate our pumps). While those channels are not traditionally set-up to be "resellers" in the public sector context, it's worth noting that if a Sourcewell member prefers to rent equipment or needs short-term use, we can coordinate through national rental partners (like United Rentals, CAT Rental, etc.) to fulfill those needs. However, for Sourcewell purchase transactions, our primary authorized sellers will be our Municipal Distributor network or Thompson Pump (Mfg. Direct).

Overall, Thompson Pump's authorized seller network offers local expertise with global support. Participating entities can be confident that when they engage via this network, they are receiving genuine Thompson Pump products backed by both the local dealer and the manufacturer. We have structured this network to maximize convenience: agencies can simply reach out for a quote, and our nearest authorized seller will respond, armed with Sourcewell pricing and a full understanding of the products and the contract.

Municipal Distributors & Sourcewell Territory:

NORTHERN DEWATERING INC
14405 NORTHDALE BLVD
ROGERS, MN
PH: (763) 428-2616

Territory: All Northern Dewatering locations covering the State of MN & ND, and West WI including (3) Counties in West Texas.

Wagner Equipment Company, Inc. (CAT Dealer)
2322 I-70 Frontage Rd
Grand Junction, CO 81505
Main Phone: (970) 242-2834

Territory: All Wagner CAT locations covering the State of CO & NM, including (3) Counties in West Texas.

KIRBY-SMITH MACHINERY INC
PO BOX 270300
OKLAHOMA CITY, OK
PH: (800) 375-3339

Territory: All Kirby-Smith locations covering Stae of OK, and State of Texas with exception of (3) Counties in Wagner's area and Gulf Coast (125 miles W, NW, and N of TX gulf coast line).

KM SPECIALTY PUMPS & SYSTEMS INC/STRAEFFER PUMP & SUPPLY
PO BOX 99
8055 SR 62 W
CHANDLER, IN 47610
PH: (812) 925-3000

Territory: All KM/Straeffer locations covering NW, SW and SE Indiana and Western

| | | | |
|---|---|---|---|
| | | Kentucky.<br><br>HENRY P. THOMPSON COMPANY<br>1046 Techne Center Drive<br>Milford, Ohio 45150<br>PH: (513) 248-3200<br><br>Territory: All HPT locations covering the State of OH, NE Indiana, and Eastern Kentucky.<br><br>PUMPING AND SHORING SOLUTIONS LLC.<br>2801 Lippards Creek<br>Lincolnton, NC 28092<br>PH: 844-704-PUMP<br><br>Territory: All P&SS locations covering the Central NC and Northern SC. | |
| 28 | Service force. | Thompson Pump's service force is designed to provide prompt, expert maintenance and repair support wherever our equipment is operating. We deliver service to Sourcewell participating entities through a combination of factory-trained distributor technicians and Thompson Pump's in-house service team, ensuring comprehensive coverage:<br>Service Network and Locations: Every authorized Thompson Pump distributor is also an Authorized Service Center. Collectively, our distributors operate 20+ service facilities across the U.S. (and at least one in Canada), each staffed with trained mechanics who specialize in pump service. These facilities are geographically dispersed – for example, we have service centers in the Southeast (Florida, Louisiana, etc.), Northeast, Midwest, Texas, West Coast, and Pacific Northwest, among others. In areas not near a distributor's shop, our distributors often have field service trucks that can travel to the customer's site. This means that whether a pump is in a major city or at a remote construction site, we have the ability to get service personnel there.<br>Personnel and Qualifications: Thompson Pump's service workforce includes both our own employees and those of our dealers. Thompson Pump directly employs experienced service engineers and technical support specialists (based at our Port Orange, FL headquarters and regionally) who can be deployed for on-site support or complex troubleshooting. Additionally, we have a technical support hotline staffed by these experts to assist any field techs or customers by phone. Our distributors employ dozens of pump technicians collectively – we estimate over 50 factory-certified technicians are available through our network. Each technician undergoes regular training by Thompson Pump (we conduct annual service training schools and update courses whenever new products are released). They are knowledgeable in all aspects of our equipment: diesel engines, priming systems, controls, and pump end mechanics.<br>Scope of Services: Our service force is capable of routine maintenance, emergency repairs, warranty work, and complete overhauls. Services offered include on-site troubleshooting, preventive maintenance programs, installation assistance for permanent or semi-permanent pump installations, and customer training on maintenance. Because many Thompson Pump products are used in critical applications (like sewer bypass or flood control), our service network is on call 24/7 for emergency support. For example, if a city using our pump experiences an urgent issue in the middle of the night, they can call our emergency line and we will dispatch technicians or a replacement unit as needed.<br>Overlap of Sales and Service: We ensure close coordination between sales and service teams. Often, the same distributor location that sold the pump will also handle its service, providing continuity. Our internal service engineers also work with our salespeople to do pre-delivery inspections and customizations when needed. This overlap means our sales promises are backed up by service action – if a salesperson commits to a performance or uptime level, our service team stands ready to support that commitment in the field.<br>Direct Company Service Backup: In regions without a nearby service center, Thompson Pump's own service team will directly support the customer. We can send factory technicians or authorize a qualified local service provider temporarily, ensuring no area is left unsupported. This is in line with our hybrid support model – we prefer to utilize our trained distributors, but if none are present or immediate, Thompson Pump steps in directly.<br>In summary, Thompson Pump's service force provides coast-to-coast coverage and rapid-response capability. By combining the strengths of local service centers with the manufacturer's resources, we can minimize downtime for Sourcewell participants. All products sold under the Sourcewell contract will be fully supported throughout their life cycle by this robust service network, giving participating entities peace of mind that help is always a phone call away. | * |

| | | |
|---|---|---|
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | The ordering process for Thompson Pump products under the Sourcewell contract is straightforward and flexible, accommodating both direct and distributor-led orders. Here is a step-by-step outline of how a typical Sourcewell order will be handled, highlighting the respective roles:<br>Customer Request for Quote: A Sourcewell participating entity can initiate the process by contacting Thompson Pump or an authorized distributor with their requirements. If the customer comes to Thompson Pump directly (via our website or contact center), we will identify if there is a designated municipal distributor for that customer's region. If yes, we will promptly refer the opportunity to that distributor (and introduce them to the customer) – this aligns with our Option A of the hybrid sales model. If no distributor covers the area, Thompson Pump will handle the quote directly (Option B).<br>Please Note: If the Sourcewell member clearly wants to work directly with the manufacturer, Thompson Pump reserves the right to quote the Sourcewell member directly. If this situation is encountered, Thompson Pump will clearly communicate the decision to the Municipal Distributor.<br>Quotation Development: The responsible party (distributor or Thompson Pump sales manager) will work with the customer to select the appropriate pump model and accessories. They will then prepare a formal quote using Sourcewell pricing terms. Thompson Pump provides all distributors with the official contract pricing and discount structure, so a distributor's quote will mirror our contract pricing. The quote will reference the Sourcewell contract number and clearly list each item, its list price, the Sourcewell discount, and the discounted price, to ensure transparency and compliance. During this stage, Thompson Pump often plays a support role: if a distributor is making the quote, our internal sales support team can assist in configuring complex systems or verifying pricing on custom options. All quotes (whether by us or a dealer) are reviewed for accuracy against contract terms.<br>Order Placement: Once the customer accepts the quote and issues a purchase order, the order is typically placed with Thompson Pump as the supplier of record. In practice, if a distributor is involved, one of two scenarios can occur:<br>Distributor-Fulfilled Order: The distributor may accept the PO (especially if the agency is more comfortable dealing locally) and then the distributor will issue their own purchase order to Thompson Pump for the equipment (reflecting distributor cost). In this case, the distributor handles delivery to the customer and invoicing, while Thompson Pump ships the product to the distributor or directly to the customer as agreed.<br>Direct Fulfillment: Alternatively, the purchase order from the participating entity can be made out directly to Thompson Pump (listing the Sourcewell contract). Thompson Pump would then handle fulfillment and delivery, and, if appropriate, arrange for the local distributor to do the handover, startup, or training. We are comfortable with either approach and often tailor it to the customer's purchasing preferences. Option C of our sales model gives us discretion – for example, if a particular municipality's procurement rules require the PO to go directly to the contract holder (Thompson Pump), we will accommodate that and still incorporate the local distributor for support.<br>Order Processing and Production: Upon receiving a valid PO, Thompson Pump enters the order into our system and schedules the product for shipment. If the item is in stock at a distributor location, we may coordinate to have it shipped from there to speed delivery. Otherwise, it will ship from our factory or nearest warehouse. We keep the customer updated on lead times. Thompson Pump remains responsible for ensuring the product meets the specifications and quality standards. Any required order documents (order confirmation, etc.) will be provided.<br>Delivery and Invoicing: The delivery method is arranged as per the quote terms – often F.O.B. destination with freight either prepaid and added or per contract terms (detailed under Section F answers). The product is delivered either by the distributor (if it was sent to them first for local delivery) or directly by a common carrier to the customer. Delivery includes all agreed services (e.g., a distributor might perform on-site start-up and training at the time of delivery). The invoicing will be handled by whichever entity took the PO: if the PO was to the distributor, the distributor invoices the participating entity (at Sourcewell pricing) and then pays Thompson Pump for the cost; if the PO was to Thompson Pump, we invoice the participating entity directly. All invoices reference the Sourcewell contract and pricing as required.<br>Post-Order Support: Regardless of ordering pathway, Thompson Pump retains overarching responsibility for customer satisfaction. We (and/or the distributor) will follow up to confirm the equipment arrived in good condition and is operating properly. Any issues are jointly addressed. Warranty registration is handled by us with input from the delivering party.<br>In summary, the ordering process is collaborative. Thompson Pump and its distributors have clearly defined roles but work hand-in-hand. The Proposer's role (Thompson Pump) is to provide the products, uphold contract pricing, ensure compliance/paperwork, and support the customer technically. The Distributor's role (when applicable) is to be the face to the customer – handling local coordination, some logistics, and often the physical delivery and after-sales service. This approach offers the best of both worlds: the convenience of local service with the confidence of manufacturer-backed fulfillment. Participating entities will find the process simple – they can reach out to either Thompson Pump or a nearby dealer, and the team will seamlessly guide the order from quote to delivery. |

| | | |
|---|---|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Thompson Pump is committed to exceptional customer service for all Sourcewell participating entities. We have a structured customer service program that emphasizes responsiveness, communication, and continuous improvement. Key elements of our customer service program include:<br>Dedicated Support Channels: We provide multiple channels for customer support, including a toll-free phone line (800-767-7310) staffed during business hours, a 24/7 emergency support hotline for off-hours issues, and an email support address. Sourcewell participants will have access to our Municipal Sales Manager and support team directly. When a customer inquiry or issue comes in, our goal is to connect them with a knowledgeable person on the first call – this could be a technical service specialist if it's a maintenance question, or a sales/support representative if it's about an order or parts. We also have an online contact form and a new customer portal under development to track support tickets.<br>Response-Time Commitments: Thompson Pump's standard response time for customer inquiries is within 1 business day (often within a few hours) for non-urgent matters. For urgent situations (equipment down or emergency pumping need), we aim for immediate response – our emergency hotline will connect the customer to an on-call technician or manager who can begin assistance right away (typically within minutes of the call). We commit to dispatching technical help or shipping needed replacement parts as fast as possible, often the same day a problem is reported. For instance, if a pump failure occurs, our service team will troubleshoot by phone immediately and, if not resolved, arrange for a technician to be on-site within 24 hours (location permitting). These response times are part of our service level promise to Sourcewell members.<br>Customer Service Procedures: We follow a clear procedure for any service request or complaint. Every issue is logged in our CRM system with a unique case number. It is then assigned to the appropriate department (service, parts, etc.) and tracked through resolution. We maintain a case escalation protocol: if a solution is not reached within a specified time (e.g., 24-48 hours for a typical issue), it is escalated to higher management. For warranty or repair incidents, we coordinate the logistics (either sending a technician or instructing the customer to bring equipment to the nearest service center). Our program also includes scheduling follow-up communications – after a service is performed, we contact the entity to ensure everything is satisfactory.<br>Incentives and Performance Management: Thompson Pump motivates its service providers (including distributors) to meet our high customer service standards through various incentives and feedback mechanisms:<br>We have a Distributor Scorecard system, where we evaluate each authorized dealer on metrics such as response time to customer inquiries, service turnaround time, and customer feedback ratings. Top-performing distributors are recognized in our annual meetings and may receive benefits such as priority for leads or co-op marketing funds. This creates a healthy competition and incentive for our partners to excel in customer service.<br>Internally, our service and support staff have performance goals tied to customer satisfaction metrics (for example, maintaining a high first-time-fix rate and low case resolution time). We routinely gather feedback via customer surveys after major service interactions. Positive feedback is celebrated, and any negative feedback triggers a review and corrective action. Outstanding performers in customer service are acknowledged with awards and bonuses as part of our company culture of excellence. We also implement service incentive programs for timely response – for instance, if a distributor services a warranty claim within a very short window, Thompson Pump may cover a greater share of their labor cost or provide other rewards. This encourages speedy service.<br>Proactive Customer Care: Our customer service program isn't only reactive. We offer preventive maintenance agreements and training to help customers avoid issues. We also conduct periodic check-ins with major customers: a Thompson Pump representative or distributor will reach out every few months to inquire about the equipment condition and if any support is needed. For large fleets, we might schedule annual service days. These proactive steps demonstrate our commitment to the customer's long-term success with our products.<br>In essence, Thompson Pump's customer service program is responsive, organized, and quality-driven. We back this up with specific response commitments and by aligning incentives so that everyone representing Thompson Pump – whether an employee or dealer – is motivated to provide prompt and effective service. Sourcewell members can expect that any question or issue will be handled with urgency and professionalism, and that we will not consider the job done until the customer is completely satisfied. |

| | | | |
|---|---|---|---|
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | Thompson Pump has the demonstrated ability and full willingness to provide our products and services to all Sourcewell participating entities across the United States. As detailed in our sales and service descriptions, we have a nationwide footprint that enables us to reach customers in every state:<br>Nationwide Coverage: Through our network of distributors and our direct salesforce, we cover the entire U.S. map. Whether a participating entity is in a major metropolitan area or a rural community, Thompson Pump can effectively serve them. We have previously delivered pumps and provided support in all 50 states (from Florida to Alaska, Maine to California). Our equipment is in use by city utilities, state DOTs, and federal agencies coast to coast. This broad experience means we are familiar with varying state procurement rules and logistics challenges (for example, we know how to expedite shipping to remote areas or coordinate site-specific requirements like mine safety training for service crews in certain regions).<br>Logistics and Infrastructure: Thompson Pump's manufacturing and distribution operations are geared for national service. We maintain an inventory of standard pump models and parts that can be dispatched quickly. We partner with reliable freight carriers and have the expertise to ship heavy equipment safely over long distances. Additionally, our Port Orange, FL headquarters is supplemented by strategic stocking locations – we often position equipment at regional hubs (sometimes at distributor locations) in anticipation of emergency needs (like hurricane response). Therefore, we can reach most U.S. customers with either existing local stock or by deploying from our factory with transit times typically under a week for most areas (and faster in emergencies).<br>Regulatory and Compliance: We are well-versed in U.S. regulations that might affect our deliveries or services (such as DOT regulations for hauling equipment, EPA emissions standards, OSHA requirements for on-site work). We have the necessary certifications (as discussed) and will comply with any state-specific requirements that participating entities might have (for example, California's CARB emissions standards – all our products meet these, and we can provide documentation). We are also registered in procurement systems like SAM and many state vendor portals, which simplifies doing business with public entities.<br>Commitment: Thompson Pump's leadership has a strong commitment to public sector customers in the U.S. – our track record shows over 50 years of selling to government agencies[12]. We consider it part of our mission to support critical public infrastructure (water, wastewater, flood control, etc.) with reliable pumping solutions. Our willingness extends to customizing solutions for unique local needs, offering training to new customers unfamiliar with our products, and being flexible in meeting procurement processes (e.g., providing detailed documentation or certifications that a city might require before purchase). Every Sourcewell participating entity, regardless of size or location, will receive our fullest attention and support.<br>In summary, Thompson Pump can and will serve all U.S. Sourcewell members. We have the reach, resources, and readiness to ensure that any agency from any part of the country can easily procure our equipment and count on us for after-sale support. There are no domestic regions or locales that we exclude or are hesitant to cover (see also Q33 for any specific exceptions – we are not listing any). Our approach is inclusive: if you are a Sourcewell participating entity in the USA, Thompson Pump is ready and eager to be your solutions provider. | * |

| | | | |
|---|---|---|---|
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Thompson Pump is fully willing and prepared to extend our products and services to Sourcewell participating entities in Canada. While the majority of our current operations are U.S.-based, we have a growing presence in Canada and a system in place to support Canadian customers:<br>Canadian Distribution and Partners: We have at least one authorized distributor located in Canada (currently in New Brunswick, serving Eastern Canada[16]) and are exploring partnerships for Central and Western Canada. Through this distributor and any future Canadian partners, we can provide local sales contact and service support. Additionally, our U.S. distributors near the border (for example, in the northern states) often support Canadian clients just across the border, and we treat those essentially as part of our territory coverage. We have delivered pumps to provinces such as Ontario, Quebec, Alberta, and British Columbia by coordinating through our U.S. offices.<br>Logistics for Canada: Thompson Pump is experienced in international shipping and logistics. We regularly ship equipment to Canada and are familiar with customs clearance, duties, and brokerage processes. We will handle all export documentation, working with the participating entity if they have specific import requirements. Our equipment can be shipped either DAP (Delivered at Place) to the customer's location in Canada or to a specified port of entry, depending on what is most convenient for the member. We maintain product conformity with Canadian standards (for example, engines meet Environment Canada emissions regs, and electrical components can be CSA-certified if required for any permanently installed systems). We ensure bilingual labeling and documentation as needed (English/French) for compliance in provinces like Quebec.<br>Service and Support in Canada: For Canadian customers, we offer the same robust support. Our technical team can travel to Canada for training or complex service jobs when necessary. We also leverage local resources: if a Canadian distributor or service contractor is involved, we supply them with parts and technical guidance to perform repairs swiftly. Many issues can be handled remotely with our guidance – for instance, we've successfully supported Canadian municipalities by diagnosing problems over the phone or via video call and overnighting the necessary parts. Our warranty coverage applies in Canada just as in the U.S., meaning we will cover parts and labor for any defects irrespective of the border (we coordinate currency and labor rate differences appropriately).<br>Willingness and Experience: Thompson Pump has a history of serving Canadian entities. We view Canada as an extension of our North American market, not as a separate or secondary area. This is evidenced by Canadian sales we've made, such as pumps for mining operations in Northern Canada and municipal sewer bypass pumps in Eastern Canada. We welcome all Canadian Sourcewell members and will not impose any unwarranted restrictions or hesitations on supplying them. Our sales team is trained on the nuances of Canadian transactions (e.g., understanding GST/HST taxation, French language needs for documentation in certain cases, etc.).<br>In summary, Thompson Pump has both the ability (distribution, logistics, service) and the willingness (corporate commitment) to provide our pumping solutions and full support to Sourcewell participating entities in Canada. We aim to make the process as seamless for a Canadian customer as it is for a U.S. customer. Canadian agencies can expect the same high level of attention, product quality, and after-sales service under this Sourcewell contract as U.S. agencies do. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | None. Thompson Pump does not exclude any geographic areas of the United States or Canada from service under the proposed agreement. We are committed to fully serving all regions. As described, our hybrid sales and support network allows us to reach customers in all 50 U.S. states and all Canadian provinces/territories. We understand that some remote locations (for example, arctic regions in Northern Canada, or small Pacific islands under U.S. territories) may present logistical challenges, but we have plans in place to cover those as well (via specialized freight and coordination with local partners).<br>To clarify, there are no states, provinces, or territories that Thompson Pump intentionally omits from our service map. Every eligible participating entity can access our solutions. If a situation arises where a remote location requires extraordinary measures (such as airlifting equipment or dealing with limited seasonal access), Thompson Pump will coordinate closely with the entity to overcome those challenges rather than deny service.<br>Thus, there are no geographic exceptions to our coverage – we strive for 100% coverage of the U.S. and Canada under this contract. Sourcewell and its members can be confident that Thompson Pump's commitment to service knows no boundaries within these countries. | * |

| | | | |
|---|---|---|---|
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | None. Thompson Pump will provide full access to our solutions to all types of Participating Entities eligible under the Sourcewell contract. We impose no restrictions based on account type (e.g., government vs. education vs. nonprofit). Whether the member is a city government, a county, a state agency, a public university, a K-12 school district, a tribal government, or a qualifying nonprofit organization, they will have equal ability to purchase from us through the contract.<br>We have experience serving a variety of public-sector customers. For example, we have worked with municipalities (city utilities and public works), state transportation departments, federal agencies, public hospitals (for infrastructure pumps), public school systems (for portable pump needs in facilities), and nonprofit organizations like conservation authorities. In all cases, Thompson Pump's approach is to treat the entity with the same high level of service and to honor the pricing and terms of the Sourcewell agreement.<br>There is no account type that we would refuse or provide lesser service to. All Sourcewell members are valued customers to Thompson Pump. If any participating entity has unique procurement requirements or organizational needs, we will adapt accordingly rather than restrict their access.<br>In summary, every eligible entity can utilize our Sourcewell contract without exception, and Thompson Pump will fully support them. We want to maximize the cooperative nature of this contract by welcoming the broad spectrum of Sourcewell participants. | * |

| | | |
|---|---|---|
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Thompson Pump is fully prepared to serve Hawaii, Alaska, and all U.S. Territories, and we will do so with only a few special considerations primarily related to shipping and logistics:<br>Hawaii: We regularly ship equipment to Hawaii and understand the logistics involved. Pumps and parts going to Hawaii are typically sent via ocean freight from the U.S. West Coast. Participating entities in Hawaii can expect slightly longer lead times for delivery (ocean transit can take 2–3 weeks unless air freight is arranged for smaller items) and higher shipping costs compared to the continental U.S. We will quote freight to Hawaii on each order transparently (see Section F on freight). We also ensure any training or service needs are met – for example, we can dispatch a technician to Hawaii for installation/startup if needed, but travel costs would be discussed beforehand. There are no restrictions on which products we'll send to Hawaii; all our equipment can be exported there. We only ask that customers coordinate any necessary import documentation (Hawaii being a U.S. state, this is minimal).<br>Alaska: Serving Alaska is something we have done for pipeline projects and municipal clients. For Alaska, the considerations are similar: equipment usually goes by sea to Anchorage or occasionally by truck through Canada (for some Southeastern Alaska locations, barge from Seattle is common). Harsh weather and remote site conditions in Alaska mean we plan carefully. We might winterize equipment or adjust engine cooling packages for sub-zero climates if required by the customer. No specific restrictions – we will deliver anywhere in Alaska, including the North Slope or remote communities, but will coordinate closely on the means (sometimes employing bush carriers or seasonal ice road deliveries if needed). We will outline any additional costs such as special crating or climate accommodations in the quote. If on-site service is needed in very remote Alaskan locations, we will work out a solution (either sending a tech at the customer's schedule or training a local contractor).<br>U.S. Territories (e.g., Puerto Rico, Guam, U.S. Virgin Islands, American Samoa, Northern Mariana Islands): Thompson Pump is willing and able to supply these territories. We have in fact delivered pumps to Puerto Rico (especially post-hurricane projects) and to Guam for military uses. Shipments to territories typically involve export documentation similar to international, but as they are U.S. jurisdictions, the process is straightforward. For Puerto Rico and the U.S. Virgin Islands, ocean freight from the East Coast is standard (or air freight for urgent small shipments). For Guam, American Samoa, Northern Marianas, ocean freight from the West Coast is used. The main requirement we have is to ensure clarity on import duties or taxes: some territories may have local taxes (for instance, Puerto Rico has excise taxes) – we will clarify in the quote who is responsible for those (usually the purchasing entity). We have no product restrictions; all pumps can be exported to these areas. Electrical power differences (e.g., 60 Hz vs 50 Hz) are not an issue since our pumps are diesel-driven or can be configured for local power as needed. We provide manuals in English (and can provide Spanish documentation for Puerto Rico if needed). For service, we can deploy teams to territories if necessary, though we might also partner with local contractors for quicker response (for example, we have contacts in Puerto Rico who can assist in servicing our equipment under our guidance).<br>Summary of Restrictions: The only "restrictions" for these areas are practical ones: additional shipping time/cost, and advance planning for service or training visits. We do not impose any policy restrictions or refuse service. We will work with each participating entity in these locations to outline any special requirements (e.g., lead time for mobilizing a technician or securing a flight). Thompson Pump's warranty and support apply equally in these areas, though we may handle certain situations (like minor repairs) by coordinating with a local service provider if that gets the issue resolved faster.<br>In conclusion, Thompson Pump will extend the full benefits of the Sourcewell contract to Hawaii, Alaska, and all U.S. Territories. We want those entities to be able to utilize our products just as easily as a customer on the mainland, and we will guide them through any extra steps needed due to geography. All terms and discounts remain the same; we simply communicate transparently about any unique logistical arrangements. |

| | | | |
|---|---|---|---|
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes. Thompson Pump will absolutely extend the terms of any awarded Sourcewell master agreement to eligible nonprofit entities. Sourcewell's cooperative purchasing program allows certain nonprofit organizations (such as charitable hospitals, clinics, foundations, or other 501(c)(3) entities that qualify under Sourcewell's membership rules) to utilize its contracts, and we welcome those entities as customers.<br>In practical terms, this means that any nonprofit that is a Sourcewell participating entity can purchase Thompson Pump products under the exact same pricing, discounts, and terms as a governmental entity would. We do not differentiate pricing or service based on customer type – our Sourcewell pricing is universal for all participants. Nonprofits will receive the same attention in quoting and project support as any city or county would.<br>We have experience working with nonprofits in contexts such as disaster relief organizations and environmental foundations that required pumping equipment for their operations. For example, we have provided special pricing (through other programs) to Red Cross operations and to nonprofit water trusts; under the Sourcewell contract, the need for separate arrangements is eliminated because the contract pricing is already very favorable.<br>In summary, Thompson Pump fully agrees to extend the master agreement benefits to nonprofit entities that are authorized to use Sourcewell. We see this as an important aspect of the cooperative spirit – enabling not just governments but also allied organizations to procure needed equipment efficiently and cost-effectively. There are no exclusions or reservations in this regard from our side. | * |

**Table 4: Marketing Plan (100 Points)**

| Line Item | Question | Response * | |
|---|---|---|---|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Thompson Pump will use a comprehensive, multi-channel marketing strategy to promote the Sourcewell contract opportunity and maximize awareness among public-sector buyers. As a long-standing Sourcewell-awarded vendor, we rely on proven methods that combine education, digital outreach, targeted municipal engagement, and field-level support.<br>A key component of our strategy is cooperative purchasing education, including lunch-and-learn sessions, narrative specification reviews, and full municipal presentations highlighting the benefits of utilizing Sourcewell for compliant procurement. Approximately 25% of Thompson Pump's total marketing budget is dedicated to municipal outreach, demonstrating our strong commitment to this customer base.<br>We will also maintain high visibility within the municipal sector through participation in water, wastewater, stormwater, public works, emergency management, and government procurement conferences nationwide. Thompson Pump will proudly display Sourcewell branding at these events and provide Sourcewell flyers, brochures, and cooperative purchasing resources during sales calls, jobsite meetings, and technical training sessions.<br>Digitally, Thompson Pump will promote the contract through major updates on our municipal webpage—currently the 7th-most-visited page on our website—and expanded Sourcewell content on the highly trafficked My Water Daily landing page. We will continue to reinforce this visibility through Google Ads, LinkedIn campaigns, general social media outreach (Facebook, Instagram), print advertising, and an expanded YouTube channel featuring new education and training videos. (Please see examples attached of print and digital ads done previously.) | * |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Thompson Pump employs robust digital tools, analytics, and platforms to maximize marketing effectiveness and drive awareness of the Sourcewell contract.<br>We use detailed website traffic analytics to improve user experience, refine metadata, and optimize high-traffic areas, including the municipal webpage and the My Water Daily landing page—currently the second most visited page on our site. Search engine insights guide continuous updates to ensure that Sourcewell information is easy to discover.<br>We leverage targeted Google Ads, LinkedIn ads, and retargeting campaigns to reach procurement officials, engineers, public works professionals, and municipal decision-makers. Engagement metrics—including click-through rates, search terms, and audience data—inform campaign optimization.<br>Through LinkedIn, Facebook, Instagram, and our growing YouTube channel, we distribute educational content related to municipal pumping needs, cooperative purchasing, and emergency response. Platform analytics guide content planning and maximize reach.<br>In addition, our email marketing system and CRM allow for segmentation, tracking, and automated follow-ups with Sourcewell members and prospective municipal customers. This helps refine messaging and align outreach with customer behavior.<br>As our upcoming e-commerce platform evolves, it will provide new digital insights into purchasing patterns, product interests, and user behavior—further enhancing marketing effectiveness. | * |

| | | | |
|---|---|---|---|
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | Sourcewell plays a critical role as a trusted cooperative procurement authority, connecting members with competitively awarded vendors and simplifying the purchasing process. Their contract directory, Marketplace, and procurement portal serve as key discovery tools for public agencies researching compliant purchasing options.<br>Upon receiving a contract renewal, Thompson Pump will conduct company-wide training for all inside sales, outside sales, regional managers, and support teams. Training will cover pricing, eligibility, shipping terms, quoting procedures, fees, and contract responsibilities. All departments will be briefed to ensure clarity, consistency, and compliance.<br>We will integrate the contract into our internal CRM, use a standardized Sourcewell quote template, and flag current and prospective Sourcewell members for targeted follow-up. Sales representatives will introduce the Sourcewell contract early in customer consultations as part of our primary municipal growth strategy.<br>Thompson Pump will also link directly to the Sourcewell contract page, Marketplace listings, and procurement tools to ensure customers can easily navigate the purchasing process. All municipal sales managers will be trained in communicating the value, speed, and compliance benefits of using the cooperative contract. | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Thompson Pump is actively building its new e-commerce platform, which will launch with a focused offering and expand over time. Although many governmental and educational customers prefer direct consultation due to the specialized nature of dewatering solutions, our upcoming platform will support simplified online product exploration and purchasing workflows.<br>Currently, Thompson Pump offers a structured online sales contact portal that connects municipal buyers with the appropriate representative and provides contract information, technical support, and purchasing guidance.<br>In addition to our internal resources, Thompson Pump relies on Sourcewell's robust procurement tools, including the contract page, procurement portal, and Marketplace, which many members already use to research and initiate purchases. These tools remain essential parts of the e-procurement landscape for our public-sector customers.<br>We look forward to continued e-procurement expansion and to leveraging both our internal platform and Sourcewell's established digital infrastructure to better serve agencies nationwide. | * |

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Thompson Pump is strongly committed to training and educating our customers. We offer a variety of training programs for operators and maintenance personnel that can be tailored to the needs of Sourcewell participating entities:<br>Standard Operator Training (Included with Purchase): With each pump or system sold, Thompson Pump (or our distributor) provides a complimentary start-up and operator training session at the time of delivery or commissioning. This training is standard for all customers. During this session, a qualified Thompson Pump technician or representative will go over the equipment's operation, safety features, routine maintenance points, and best practices. For example, if a city purchases a portable bypass pump, our trainer will demonstrate how to prime the pump, how to monitor its running condition, and how to shut it down safely. We ensure that the agency's operators have a chance to ask questions and even run the pump under supervision. This initial training is included at no additional cost.<br>Equipment/Maintenance Training: We also offer more in-depth maintenance training programs for an entity's mechanical staff or technicians. This can be arranged as an optional service. For instance, a utility department's maintenance crew might want to learn how to perform advanced troubleshooting, pump end rebuilds, or engine servicing. Thompson Pump can conduct maintenance workshops either on-site at the customer's location or at our factory training center in Port Orange, FL. Typically, these are one or two-day workshops covering pump theory, component identification, preventive maintenance schedules, and hands-on practice like replacing wear parts. Who provides training: Maintenance training is usually provided by Thompson Pump factory service trainers or senior distributor technicians who have been certified as trainers. We ensure the instructors are very experienced. Costs: We strive to keep costs minimal – often, if the training is at time of equipment delivery or at our facility, we include it for free or at cost (aside from travel expenses). For dedicated on-site workshops after delivery, there may be a nominal fee to cover travel and instructor time; however, for Sourcewell members, we can often incorporate a certain amount of training at no charge as part of the value of the contract. Any costs, if they apply, are clearly identified beforehand.<br>Operator Safety and Certification Programs: Safety is paramount when operating heavy equipment. We incorporate safety training into all our programs. Additionally, if a participating entity requires a formal operator certification (for example, proof that staff have been trained by the manufacturer), Thompson Pump can provide certificates upon completion of training modules. While pump operation typically doesn't have a legal certification requirement like say a crane, having documentation can be good for the agency's records. Our training covers safe operation procedures, emergency shutdown steps, and any site-specific safety concerns (like operating near traffic or within confined spaces for sewage pumping).<br>Ongoing and Refresher Training: Thompson Pump offers refresher courses and new operator training on an ongoing basis. We understand that over time, staff may change or new features get added to equipment. We can schedule annual or biannual refresher trainings (these can be done virtually via webinar for convenience, or in person). We also provide digital resources such as operation manuals, how-to videos, and troubleshooting guides on our website. We are developing an e-learning platform that Sourcewell participants will be able to access for free, covering the basics of pump operation and maintenance in self-paced modules.<br>Specialized Training Programs: For more advanced pump applications, such as wellpoint dewatering systems or complicated sewer bypass setups, we have special training programs. For example, we run a "Pump School" for wellpoint system operation, which some contractors and municipal engineers have attended. If a Sourcewell member undertakes a major project using our equipment, we can deploy our specialists to train their team on designing the pumping system layout, monitoring groundwater drawdown, etc. Another example is our training on environmental considerations (like how to check for fuel leaks, noise mitigation techniques when operating pumps in residential areas, etc.).<br>In summary, Thompson Pump's training offerings are comprehensive and flexible. Training can be standard (included) or optional (for more extensive programs), provided by seasoned experts, and can cover everything from basic operations to advanced maintenance and safety. Our goal is to ensure every Sourcewell customer feels confident and competent in using our equipment. We believe that well-trained operators not only operate the equipment more safely but also get more efficiency and longevity out of it – a win-win that maximizes the value of their purchase. | * |

| | | | |
|---|---|---|---|
| 42 | Describe any technological advances that your proposed Solutions offer. | Thompson Pump continuously integrates technological advancements into our pumping solutions to improve performance, efficiency, and user-friendliness. Some notable technological advances and features in our proposed product line include:<br>Advanced Priming Systems: Our pumps utilize state-of-the-art priming technologies. For example, many Thompson Pump models feature a compass® compressor-assisted priming system (dry-prime system) that can achieve rapid priming and re-priming even with significant air entrainment. We also have pumps with vacuum-assisted priming that include high-capacity rotary vane vacuum pumps to quickly evacuate air from the suction line. These systems are designed to be maintenance-friendly – oil-less vacuum pumps in some models eliminate the need for daily oil checks, reducing maintenance and environmental risk (no oily discharge). The result is a pump that can run unattended without losing prime, which is a technological leap over older diaphragm priming systems.<br>Intelligent Control Panels: Many of our pumping units come equipped with digital control panels and automation. Our control systems can automatically start/stop pumps based on level or pressure sensors, throttle the engine to match demand (saving fuel), and provide real-time alerts. For instance, an optional Thompson Pump auto-start control will turn the pump on when liquid level in a wet well rises and shut it off when the level drops – perfect for wastewater bypass applications. These panels also monitor critical engine and pump parameters (oil pressure, temperature, vacuum level, etc.). If an abnormal condition is detected, the system can safely shut down the pump to prevent damage. We offer telemetry and SCADA integration options as well – participating entities can have pumps report status remotely or tie into their existing SCADA systems. This kind of technology gives operators much more oversight and convenience, essentially enabling “smart” pumps.<br>Emission-Controlled, Fuel-Efficient Engines: Technological advancement in our solutions also comes from the power units. All our diesel-driven pumps use modern EPA Tier 4 Final engines, which incorporate advanced fuel injection, turbocharging, and aftertreatment systems (like diesel particulate filters) to drastically cut emissions. These engines are not only cleaner but also more fuel-efficient than older models. Combined with our pumps’ efficient hydraulic designs, customers see lower fuel consumption per gallon pumped, saving operational costs. Additionally, some of our models can be offered with alternative power options such as electric motors. For electric-driven units, we design using high-efficiency motors with variable frequency drives (VFDs) to allow adjustable pump speeds. This level of control is a technological step forward for fixed pumping installations, offering fine-tuned performance and energy savings.<br>High-Performance Materials and Design: Thompson Pump integrates advanced materials in our pump construction for improved longevity and performance. For example, many impellers and wear plates are made of abrasion-resistant high-chrome iron to extend life when pumping sandy or abrasive fluids. We use improved mechanical seal designs (e.g., tungsten vs. silicon carbide seal faces) to better handle dry-running conditions and sewerage. Our pumps are designed using computational fluid dynamics (CFD) modeling to optimize flow paths and minimize NPSH requirements. The result is highly efficient pumps that can handle solids and tough conditions with fewer clogs and breakdowns. This design technology translates into tangible benefits: higher uptime and lower operating costs.<br>Noise Reduction Innovations: We have made technological advances in noise suppression through our sound-attenuated enclosure designs. Our Silent Knight® pumps feature engineered acoustic enclosures with special baffling, insulation, and low-speed fan technology to drastically reduce noise levels (often down to ~70 dBA at 7m)[17]. This allows our pumps to operate in residential or sensitive areas without causing disturbance. The design of these enclosures (which includes improved airflow for cooling and easy access panels for maintenance) is a result of continuous R&D and improvement over 25+ years[17].<br>Rotary Wellpoint Pump Technology: A unique technology Thompson Pump pioneered is our Rotary Wellpoint Pump – a rotary-style pump used for wellpoint dewatering that can handle large volumes of air along with water. This is a self-priming, continuous-run pump that doesn’t require a separate priming system. The innovation here is in the pump’s ability to pump water with high air content (common in wellpoint dewatering) without losing suction. It’s an example of tailoring pump technology to a specific application need, resulting in simpler operation for the user (no priming maintenance needed) and reliable performance.<br>Telemetry and Monitoring: As an optional advanced feature, Thompson Pump can equip pumps with telemetry modules that allow remote monitoring via cellular or satellite. This means an operator can check on pump status (running/stopped, fuel level, fault codes) from a computer or smartphone, and even get SMS/email alerts if the pump shuts down or encounters an alarm condition. This technology is especially beneficial for unattended pump sites or widely dispersed pumping operations, enabling proactive management and reduced site visits.<br>In summary, Thompson Pump’s solutions incorporate numerous technological advances that make them smarter, cleaner, more efficient, and easier to use than older-generation equipment. These innovations directly benefit Sourcewell participants by reducing labor (automatic operation), lowering costs (fuel efficiency and reliability), and improving outcomes (fast priming, consistent performance). We remain committed to continual improvement and will introduce new technology to Sourcewell and its members as it becomes available. | * |

| | | | |
|---|---|---|---|
| 43 | Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | Thompson Pump is committed to environmental responsibility both in our operations and in the design of our products. Our “green” initiatives encompass sustainable business practices, eco-friendly product features, and compliance with environmental standards. Key green initiatives and related certifications include:<br>ISO 14001 Environmental Management: Thompson Pump has implemented an ISO 14001:2015 certified Environmental Management System[4]. This internationally recognized certification (awarded by a third-party registrar) verifies that we have a systematic approach to reducing environmental impact in our operations. Under ISO 14001, we have set goals and procedures for waste reduction, pollution prevention, and resource efficiency at our manufacturing facilities. For example, we have programs to recycle metal scraps, waste oils, and coolant from our manufacturing process. We also monitor and aim to reduce energy consumption and water use in our plant. This certification demonstrates a company-wide commitment to sustainability.<br>Clean Diesel Technology – Emissions Compliance: As mentioned earlier, all our current production diesel pumps meet EPA Tier 4 Final and CARB emissions standards. This is a significant “green” aspect of our products, as these engines dramatically cut harmful pollutants (like NOx and particulate matter) compared to older tiers. For participating entities concerned with air quality and regulatory compliance, our equipment will help them meet environmental mandates. The certifying agencies here are the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB), which certify our engine models for emissions. We can provide the EPA Certificate of Conformity for each engine family upon request.<br>Fuel Efficiency and Carbon Footprint Reduction: By engineering more fuel-efficient pumps (through advanced hydraulics and engine controls), we indirectly contribute to lower carbon emissions per gallon pumped. Additionally, we have introduced options for using biofuels in our engines – most of our diesel engines are warranted to run on biodiesel blends (typically up to B20, 20% biodiesel) without modifications. Using biodiesel, especially from waste-oil sources, can reduce net CO2 emissions. While not a certification per se, it is a green practice we encourage. If an entity desires, we can guide them on using renewable diesel or biodiesel in our pumps.<br>Noise Pollution Reduction: Noise pollution is an often-overlooked environmental and community issue. Our sound-attenuated pumps significantly lower noise levels, which contributes to a better environment for humans and wildlife in the vicinity of operations. For example, a municipality can run our Silent Knight pumps overnight in a residential area with minimal disturbance, which is better for community well-being. This aligns with green principles of reducing nuisance pollution. We design to standards like the European Union’s outdoor equipment noise directive when applicable (some of our models carry a CE marking with a declared sound power level in compliance with EU norms).<br>Spill Containment and Water Protection: Thompson Pump’s trailer-mounted pumps come standard with environmental features such as integral fluid containment. This typically includes a fully bunded chassis or a containment basin that can hold any spills of fuel or oil (often 110% of all fluids on board) to prevent ground contamination. We also offer “Enviroprime” systems on certain models that avoid discharging any pump priming fluid (older pumps sometimes expelled oily water during priming – ours do not). These measures protect soil and water from contamination. While there isn’t a single certifying agency for these features, they often help customers comply with local environmental regulations (for instance, NPDES permit requirements on construction sites).<br>Green Manufacturing Initiatives: On the corporate side, we have undertaken initiatives like switching to energy-efficient LED lighting in our facilities, installing smart HVAC controls to reduce energy waste, and evaluating the potential for solar panel installation on our factory roof to offset electricity use. We also encourage carpooling and have designated parking for fuel-efficient vehicles at our office (though modest, it is part of promoting a green culture). In terms of supply chain, we work with suppliers who have similar environmental values whenever possible and encourage reduction of packaging waste (for example, using returnable packaging with key suppliers).<br>Certifying Agencies and Acknowledgments: In addition to ISO 14001 and emissions certifications, Thompson Pump has been recognized in the industry for our culture of environmental and employee well-being (as noted with awards like the Cigna Well-Being Award, which, while focused on wellness, also overlaps with community health)[2]. We are members of the Diesel Technology Forum, which promotes clean diesel innovations. If specific eco-labels or ratings (like an Environmental Product Declaration) become relevant in our industry, we are open to pursuing them. Currently, heavy-duty pumps do not have widely adopted eco-labels like ENERGY STAR (which is more for home appliances), but we stay attuned to any such programs.<br>In conclusion, Thompson Pump’s green initiatives are both operational (internal sustainability) and product-oriented (environmentally friendly equipment). By choosing Thompson Pump, Sourcewell participants align with a vendor that actively works to reduce environmental impact and offers solutions that help them meet their own sustainability goals. We continuously seek to enhance these green efforts and will gladly collaborate with customers on any specific environmental objectives they have. | * |

| | | |
|---|---|---|
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Thompson Pump's products fall into a category where formal third-party "eco-labels" are not as common as in consumer goods, but we do have relevant certifications and ratings that speak to the environmental aspects of our solutions:<br>EPA and CARB Engine Certifications: As mentioned, each of our pump engines has a certification from the U.S. Environmental Protection Agency (EPA) and, where applicable, the California Air Resources Board (CARB) for meeting Tier 4 Final emission standards. These are effectively third-party certifications confirming that the engines meet rigorous energy efficiency and pollution control standards. The certification numbers and details can be provided for any specific model. While this is a regulatory compliance item, it is a strong indicator of environmental performance (fuel efficiency and low emissions).<br>ISO 14001 Certification (Environmental Management System): Thompson Pump's ISO 14001 certification (certified by an accredited external body) is a third-party validation of our company's environmental management practices[4]. It covers how we design and manufacture our products with environmental considerations. This certification can be provided to demonstrate our commitment to sustainability in operations.<br>Green/Sustainability Ratings: Although pumping equipment doesn't have a common "eco-label" like Energy Star, some government procurement programs have sustainability criteria. We can state that our pumps meet or exceed typical sustainability requirements for construction equipment, such as:<br>EPA Verified Engine Technology: The EPA's SmartWay program, while focused on transportation, underscores the value of cleaner engines. Our use of Tier 4 Final engines means our equipment could qualify under programs that seek out cleaner diesel technology.<br>Noise Certification: In Europe, pumps (if sold there) may carry a CE mark with a declared noise level per the EU Outdoor Noise Directive 2000/14/EC. We have tested sound levels for our quiet models to comply with international standards. For example, our sound-attenuated units have been measured and would meet strict local ordinances and possibly EU noise standards if needed (we can provide these test results, which are effectively a certification of low noise output).<br>Material Recycling and End-of-Life: We design our products such that a high percentage of the material (steel, iron, aluminum) is recyclable at end-of-life. While there isn't a formal label for this, it's part of life-cycle design (cradle-to-cradle considerations). We can provide data on material composition if requested for environmental reporting.<br>Eco-Label for "Clean Idle": Some states (like California) require a "Clean Idle" label on off-road equipment indicating the engine meets certain emission standards even at idle. Our engine manufacturers provide those decals, and our units are compliant, meaning they can idle without exceeding strict emissions thresholds (this ties to CARB requirements for stationary equipment).<br>At present, Thompson Pump has not pursued specific eco-certifications like LEED product certifications or EPEAT, since those are more relevant to building materials or electronics. However, the eco-friendly aspects of our pumps are certified by the relevant agencies (emissions, noise, quality systems). If Sourcewell or its participating entities have a particular sustainability certification requirement for equipment (for example, some may ask if we have an Environmental Product Declaration or a carbon footprint analysis for our products), we are prepared to work on providing such documentation or analysis.<br>In summary, while our industry does not have a plethora of consumer-facing eco-labels, Thompson Pump's solutions carry the important environmental certifications from governmental and standards organizations. These include EPA/CARB emissions certifications and ISO 14001, which together ensure that our products are among the most eco-conscious in the pumping sector. We remain open and proactive about obtaining any additional sustainability certifications that become relevant to our products and customers. |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Thompson Pump offers several unique attributes that set us apart in the industry and provide exceptional value to Sourcewell participating entities. These distinguishing factors include:<br>Over 50 Years of Specialized Expertise: Thompson Pump is a third-generation family business with more than half a century of focus exclusively on pumps[18]. This longevity and specialization mean that we bring deep knowledge to every customer situation. We're not a general equipment company; we are pump experts. Sourcewell entities benefit from this because we can accurately assess their needs and recommend the optimal solution – even customizing designs if necessary. Our engineering team and application specialists have encountered virtually every pumping scenario (flood control, sewer bypass, wellpoint dewatering, industrial spill, etc.), which is a level of expertise few competitors can match.<br>High-Touch Service and Support – "Local Presence, Global Backing": One of our most unique attributes is our hybrid sales/service model combining local distributor presence with direct manufacturer support (as detailed earlier). For Sourcewell members, this means they get the personal service of a local rep who can be on-site quickly, plus the confidence and resources of the OEM supporting that rep. We often say you get "small company customer care with big company capabilities." We provide continued service in training, local representation, and extensive experience to ensure the best overall value for our government customers[12]. This approach results in superior support: if a pump goes down at 2 AM, the local distributor might be there in an hour, and if needed, Thompson Pump can be on the line with additional technical backup or shipping parts by morning. Few competitors offer this dual layer of support.<br>Comprehensive Product Range within Our Niche: Under this RFP category (pumps and related equipment), Thompson Pump's line is one of the broadest and deepest available from a single manufacturer. We offer everything from small 2" portable trash pumps up to huge 18" heavy-duty pumps, including wet-prime, dry-prime (vacuum-assisted), hydraulic submersibles, and high-pressure jet pumps. We also supply the related accessories (hoses, |

fittings, wellpoint equipment, etc.), making us a one-stop shop[19][20]. The advantage to Sourcewell entities is they can outfit an entire pumping operation with compatible equipment from one contract – simplifying procurement and maintenance. We even provide engineering support for pump system layout (e.g., how many pumps and wellpoints needed to dewater a site), which is a value-add not every vendor supplies. The breadth of our solutions means we can address multiple sub-needs of an agency (stormwater, wastewater, portable pumping for emergency, etc.) with a unified approach.

Innovative and Custom Solutions: Thompson Pump isn't just selling off-the-shelf products; we pride ourselves on our ability to innovate and customize. For unique project requirements, our engineering team can modify or custom-build equipment. For example, we've developed custom pump station bypass systems on trailers for municipalities, and permanently installed backup pump systems that integrate with existing lift stations. Our willingness to customize solutions (in terms of features, materials, mountings, etc.) is a unique benefit – many competitors offer only standard catalog items. Through Sourcewell, an entity could approach us with a challenging problem, and we would collaborate to create a tailored solution under contract terms.

Reliability and Uptime – Proven Performance: A key attribute of Thompson Pump products is their reliability in critical situations. Our pumps have been tested in extreme events – from working around the clock during hurricane flood responses to handling the dirtiest sewage bypasses without failure. Sourcewell members can trust that when they deploy a Thompson Pump unit, it will perform as expected. This reliability stems from our engineering standards, quality manufacturing, and rigorous testing (every pump is factory-tested before shipment). We often hear from customers that our pumps run "when others quit." This resilience is a unique differentiator that isn't just marketing: for example, our rotary wellpoint pumps unique design allows them to run dry without damage, an attribute few can claim. Also, our company's rental roots (until 2019) meant we designed pumps that we ourselves had to maintain in rental fleets – so they are built for longevity and serviceability, which is a huge plus for end users.

Warranty and After-Sales Confidence: Thompson Pump stands behind its products with one of the industry's most comprehensive support schemes. Not only do we offer strong warranties (see Q75), but we also maintain parts availability for decades and provide quick turnaround on support. Our corporate culture is very customer-satisfaction oriented – being a family business, our name and reputation are on the line, so we go above and beyond to make things right. For Sourcewell agencies, this means choosing Thompson Pump is choosing peace of mind. If any issue arises, however rare, we respond swiftly and fairly. Our customer testimonials and long-term repeat clients in the government sector attest to this commitment.

Commitment to Public Sector Partnership: Thompson Pump has a unique understanding of the procurement and operational needs of public sector clients. We don't just sell and walk away; we aim to build partnerships. For instance, we help agencies with emergency preparedness by staging equipment or doing training drills with them. We provide technical seminars to municipal engineers on pump station design and pump selection (essentially free education). We actively participate in associations like the American Public Works Association (APWA) and Water Environment Federation (WEF) to stay aligned with public sector challenges. This focus means Sourcewell members get a manufacturer who speaks their language and anticipates their needs, not just a vendor pushing products.

In summary, Thompson Pump's unique attributes – deep expertise, hybrid support network, broad product range, innovation capability, rock-solid reliability, and a partnership approach – make us an exceptional value for Sourcewell participating entities. We aim to not only meet the needs outlined in the RFP but to exceed them by delivering a solution experience that is unmatched in our industry.

*

| | | | |
|---|---|---|---|
| 46 | Describe any product or equipment features that improve operator safety. | Thompson Pump designs its equipment with operator and public safety as a top priority. We incorporate numerous safety features and ergonomic design elements to protect those using the equipment. Here are key product features that improve operator safety:<br>Sound Attenuation (Hearing Safety): Our sound-attenuated pump models significantly reduce noise exposure for operators[17]. Prolonged exposure to loud engine noise can harm hearing; by enclosing the pump in an acoustic canopy, we keep noise levels low so operators can work around the running pump without immediate risk of hearing damage (and often without needing hearing protection for short durations, though we still recommend it). Lower noise also reduces stress and fatigue, contributing to overall safety on the job site.<br>Fully Guarded Rotating Components: All Thompson Pump equipment comes with guards and shields on moving parts to prevent accidental contact. For example, our trailer-mounted pumps have belts and couplings that are fully enclosed by belt guards/coupling guards. These guards meet OSHA requirements for finger-safe openings, eliminating pinch-point hazards. Additionally, hot surfaces like exhaust manifolds are shielded or insulated to prevent burn injuries.<br>Central Lifting Points and Stability: Each of our portable pumps features a dedicated lifting bail or central lifting point engineered for balance. This allows safe lifting of the pump with a crane or hoist. The lifting point is designed to keep the unit level when suspended, preventing swing or tilt that could endanger operators during loading/unloading. Our skid-mounted pumps have forklift pockets as well, making it safer to move them with a forklift (reducing risk of tip-over). Trailer-mounted units have properly balanced axle placement and tongue weight for stable towing, with safety chains and breakaway brakes per DOT for safe transport.<br>Emergency Shutdowns and Alarms: Our pumps are equipped with emergency stop buttons that are easily accessible on the control panel. In case an operator needs to quickly shut down the equipment, a large red E-stop switch will immediately kill the engine/pump. Moreover, our intelligent control panels include alarm systems with indicator lights or sirens for conditions like low oil pressure or engine overheating. This alerts operators promptly so they can intervene before a failure escalates to a dangerous situation. On automatic pumps, we often include floats or transducers that will stop the pump if suction or discharge conditions become unsafe (e.g., deadhead or run-dry scenario), thereby protecting both the equipment and personnel nearby.<br>Safe Fueling and Spill Containment: Operator safety extends to environmental safety – we incorporate spill containment basins under engines and fuel tanks to catch any leaking fuel or oil. This not only protects the environment but also prevents slippery conditions around the pump (oil on the ground can cause slip-and-fall accidents). Fuel tanks have lockable fill caps and are vented to avoid pressure build-up. We provide clear labeling of fuel type (diesel) to avoid refueling mistakes. By containing fluids and guiding operators on proper fueling, we reduce fire hazards and direct contact with hazardous substances.<br>Ergonomic Controls and Access: Thompson Pump designs controls and service points with ergonomics in mind. Control panels are generally chest-height and mounted on the road side of trailers (away from traffic) for safe access. Valves (for priming or draining) have extended handles so an operator doesn't have to reach into tight spots or near hot parts. Our larger pumps feature ladder steps or platforms (with railings as needed) if the operator must climb to access certain areas, ensuring three-point contact and fall protection. Routine maintenance points (oil dipsticks, filters) are reachable without awkward postures, reducing strain injuries.<br>Operator Training and Documentation: While not a physical feature, our thorough training (as noted in Q41) and clear product manuals improve safety by educating operators on correct procedures. We emphasize lockout-tagout practices in maintenance, proper PPE usage, and safe operational limits. The decals on our equipment include all required safety warnings (ANSI Z535-compliant pictograms) about rotating parts, hot surfaces, no entry (for confined spaces like inside a tank), etc. By communicating hazards clearly on the machine and in documentation, we greatly enhance operator awareness and safety compliance.<br>Engineered Stability and Structural Integrity: Our pump units are designed to be stable during operation. For instance, trailer units have drop-down support jacks to stabilize the trailer when decoupled from a vehicle, preventing unintentional movement. Skid units have broad bases that lower the center of gravity. We also ensure discharge and suction connections are positioned such that attaching hoses doesn't create tipping forces. This attention to design means operators can work around a running pump confidently without fear of it shifting or rolling.<br>In essence, every aspect of Thompson Pump equipment – from design and guards to alarms and ergonomics – is considered through the lens of safety. We strive for a "safety by design" philosophy, aiming to eliminate hazards where possible and guarding or warning against those that remain. Sourcewell entities using our pumps can trust that operator safety has been proactively built into the product, helping them maintain a safe working environment. | * |

| | | | |
|---|---|---|---|
| 47 | Describe any product or equipment innovations that increase uptime and operator productivity. | Thompson Pump's products are engineered not only for durability but also with innovative features that maximize uptime (equipment availability) and boost operator productivity. These innovations minimize downtime due to maintenance or malfunctions and allow operators to accomplish more with less effort. Key examples include:<br>Automatic Self-Primer Systems (Reduced Manual Intervention): Our dry-prime and vacuum-assisted pumps effectively prime and re-prime themselves, which is a huge productivity booster. Operators do not need to manually fill pump casings or continually monitor suction lines. For example, if a pump handling sewage in a bypass gets some air in the line, the integrated vacuum pump will purge it and keep pumping without operator action. This automation means the operator can tend to other tasks instead of babysitting the pump. It also prevents downtime that used to occur with older pumps that might lose prime and stop – our pumps recover automatically, keeping the job running.<br>Proven "Run-Dry" Capability and Robust Design (Increased Uptime): Many Thompson Pump models are designed to handle running dry for periods without damage, especially our rotary wellpoint pumps and some vacuum-assisted models with run-dry mechanical seals. This is a critical innovation for uptime – in applications where flow might stop (e.g., a wellpoint runs dry or a suction inlet gets temporarily blocked), an ordinary pump could overheat and fail. Ours can tolerate that until flow resumes, meaning less chance of a sudden breakdown. Additionally, heavy-duty features like high-chrome wear parts and large solids passage (often 3" or more) allow our trash pumps to pass debris that would clog or damage lesser pumps. This translates to fewer instances of the pump stopping to clear clogs – thereby maintaining continuous operation and productivity.<br>Quick-Change Wear Parts (Faster Maintenance): When maintenance is required, we incorporate designs for speedy service. For instance, our pumps often have a front clean-out door or easy-access impeller cover that an operator can open (with proper shutdown and lockout) to remove any large debris or inspect the impeller. We design our impellers and wear plates to be replaceable without needing special tools – many can be swapped with a standard wrench set in the field. Seals and bearings are in cartridge assemblies on some models, simplifying replacement. These design choices drastically reduce the time needed to perform maintenance or repair tasks, getting the pump back online faster (higher uptime). An operator can complete common tasks in an hour that might take half a day on other equipment, thus saving labor and downtime.<br>Long Runtime Fuel Tanks and Efficient Operation (Less Frequent Attention): Our portable pumps feature oversized fuel tanks (often sized for 24+ hours of runtime at full load). Combined with efficient engines and automatic throttling (on some models), this means the pump can run a full day or more without refueling. Operators do not have to frequently stop work to refuel units, which increases effective work time and scheduling flexibility. It's especially valuable for overnight jobs – the pump runs through the night without a need for staff to come refuel at 3 AM. This keeps projects moving and reduces idle time.<br>Telemetry & Remote Monitoring (Proactive Maintenance): With optional telemetry (as mentioned earlier), supervisors or mechanics can monitor pump performance remotely. They can see if a pump's fuel is low, or if the engine is running hot, etc., and take action before a failure. This predictive aspect increases uptime by preventing minor issues from becoming major outages. For example, if remote data shows a steadily dropping discharge pressure (indicating a possible blockage developing), maintenance can be scheduled at a convenient time rather than after a complete stoppage. The ability to remotely start/stop some units (if equipped) also means operators don't have to travel to site for every operation adjustment, thereby making them more productive with their time.<br>Multi-Point Monitoring and Protective Shutdowns (Protecting Equipment): Our pumps include multiple sensors (oil pressure, coolant temp, vacuum, float switches, etc.) that not only alert operators but can safely shut down equipment to prevent catastrophic damage. While a shutdown might seem like downtime, it's actually preventing a much longer downtime from a major failure. These protective features ensure that a minor issue (like low oil) doesn't escalate to an engine seizure – the pump stops, the issue is addressed quickly, and the unit can be restarted. This design approach keeps overall uptime high by avoiding prolonged repairs.<br>High Performance and Fast Pumping = Quicker Job Completion: Productivity is also about how quickly a pump can do its job. Thompson Pump's equipment is designed for high performance – high flows and heads relative to size, meaning tasks can be completed faster. For example, our 6" trash pump might move water at rates other 6" pumps can't, or pump higher up a hill without needing booster pumps. For an operator, this means fewer pumps or less time required to achieve the desired result (draining an area, bypassing a line, etc.). A specific case: our high-head 4" and 6" jet pumps can replace what used to require multiple pumps in series, simplifying setups and reducing total equipment to manage.<br>Operator-Friendly Features (Reducing Human Error and Fatigue): We design controls and indicators to be intuitive – clearly labeled control switches, easy-to-read gauges, and now even digital displays that show engine hours, diagnostic codes, etc. This user-friendly interface reduces the chance of operator error (which can cause downtime) and speeds up training. Less fatigue and confusion for operators equates to more consistent operation and oversight, further enhancing overall productivity.<br>In conclusion, Thompson Pump's innovations directly contribute to keeping the pumps running longer and with less hassle. Continuous self-priming, durable run-dry designs, rapid maintenance features, extended run capabilities, remote monitoring, and high performance all work together to maximize uptime and let operators focus on the job rather than the tool. For Sourcewell participants, this means projects stay on schedule and manpower is used efficiently – significant added value beyond just the specifications of the pump. | * |

**Table 5B: Value-Added Attributes**

| Line Item | Question | Certification | Offered | Comment | |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| 48 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | (•) Yes<br>( ) No | - Woman/Minority Business Enterprise (WMBE): No. Thompson Pump and Manufacturing Co. is not a woman-owned or minority-owned business. It is a family-owned company (owned by the Thompson family) and does not fall under the WMBE classifications. We have not obtained any WMBE certifications. Additionally, none of our major corporate affiliates or subsidiaries are WMBE. However, we highly respect the value of WMBE partners and, where possible, we include such businesses in our supply chain (for example, we purchase components from some WMBE-certified suppliers).<br>Small Business Enterprise (SBE): Yes (self-classified). Thompson Pump can be considered a small business under U.S. Small Business Administration (SBA) size standards for our NAICS code 333911category. We have approximately 128 employees, which is under the typical 500-employee threshold for manufacturing small businesses. While we have not specifically pursued an official SBE certification from a state or federal program, we are registered as a small business in certain contexts (for instance, our SAM registration identifies us as a small business for NAICS 333911). We are willing to provide documentation of our size status if needed. It's noteworthy that many of our authorized distributors are also small businesses – our distribution network largely consists of independent small firms operating regionally. This means that by engaging Thompson Pump through Sourcewell, agencies are indirectly supporting numerous small businesses across the country.<br>Veteran-Owned Business Enterprise (VBE) / Service-Disabled Veteran-Owned (SDVOSB): No (for Thompson Pump as a whole). Thompson Pump is not veteran-owned. The ownership is held by the founding family and other private stakeholders, none of whom qualify as veterans for certification purposes. We do not hold a VBE or SDVOSB certification. However, we do employ veterans in our workforce and we appreciate the skills and dedication they bring. Additionally, one of our smaller authorized dealers is a veteran-owned company (in the Midwest region). If needed, we can provide details on that dealer and their certification, so that Sourcewell members in that area can count their pump purchases as contributing to VBE spend.<br>Disabled-Owned Business Enterprise (DOBE): No. Thompson Pump does not have ownership that would qualify as disabled-owned. We have not obtained DOBE certification. Similarly, we are not aware of any current major dealer partners who hold a DOBE status, though we remain open to partnerships that increase representation of disabled-owned businesses.<br>Hub/Partner Network Diversity: As part of this response, we want to note that while Thompson Pump itself isn't classified under these categories, we absolutely support diversity in subcontracting. If a Sourcewell participating entity has diversity goals or requirements, we are willing to work with WMBE/SBE partners for services like transportation, installation, or ancillary products whenever feasible. For example, if a city has a goal for minority participation, we can, with the city's guidance, involve a local MBE firm for some aspect of the project (perhaps site prep or piping work related to the pump installation). We have historically participated in contracts where subcontracting plans were required and have met those goals.<br>In summary, Thompson Pump is not WMBE/MBE/WBE/VBE certified; we qualify as a small business under federal guidelines but have not needed formal SBE certification outside of self-representation. We will gladly provide any needed documentation or fill out any necessary forms to verify our status for Sourcewell's records. We also affirm that we will support Sourcewell's inclusive procurement objectives by working with diverse partners whenever the opportunity arises. (Documentation for our small business status and a list of our distributor network with notes on any diverse certifications among them can be provided in the upload section if required.) | * |

| | | | | | |
|---|---|---|---|---|---|
| 49 | | Minority Business Enterprise (MBE) | ○ Yes<br>◉ No | No. Thompson Pump is not a Minority Business Enterprise. The company's ownership is not held by individuals from minority groups (as defined by certifying agencies). We have not obtained MBE certification from any jurisdiction. While Thompson Pump itself is not MBE, we maintain an inclusive workplace and frequently collaborate with minority-owned vendors and service providers in our supply chain. If needed for specific projects, we are open to partnering with certified MBE subcontractors to help our customers meet diversity goals. | * |
| 50 | | Women Business Enterprise (WBE) | ○ Yes<br>◉ No | No. Thompson Pump is not a Women Business Enterprise. The ownership and executive leadership are not majority female, and we do not hold WBE certification. We support women in the workforce (women serve in key roles in our finance, HR, and engineering departments), but the company is not woman-owned. For projects requiring WBE participation, we can involve our women-owned business partners in areas such as marketing services or local support functions where applicable. | * |
| 51 | | Disabled-Owned Business Enterprise (DOBE) | ○ Yes<br>◉ No | No. Thompson Pump is not a Disabled-Owned Business Enterprise. We have no certifications as a DOBE, but we comply with all ADA and related regulations in employment and facility accessibility. While not owned by persons with disabilities, Thompson Pump values contributions from persons of all abilities and would welcome collaboration with DOBE-certified suppliers if opportunities arise within the scope of our contract work. | * |
| 52 | | Veteran-Owned Business Enterprise (VBE) | ○ Yes<br>◉ No | No. Thompson Pump is not a veteran-owned business and is not certified as a VBE. We honor and thank veterans among our staff and in our distributor network. One of our regional distributors is a veteran-owned small business, which indirectly makes some of our sales count towards VBE participation. Thompson Pump itself, however, does not meet the criteria for VBE certification. We remain supportive of veteran causes and would happily team with veteran-owned enterprises for support services if beneficial to Sourcewell or its members. | * |
| 53 | | Service-Disabled Veteran-Owned Business (SDVOB) | ○ Yes<br>◉ No | No. Thompson Pump is not a veteran-owned business and is not certified as a SDVOSB. We honor and thank veterans among our staff and in our distributor network. One of our regional distributors is a veteran-owned small business, which indirectly makes some of our sales count towards VBE participation. Thompson Pump itself, however, does not meet the criteria for VBE certification. We remain supportive of veteran causes and would happily team with veteran-owned enterprises for support services if beneficial to Sourcewell or its members. | * |
| 54 | | Small Business Enterprise (SBE) | ◉ Yes<br>○ No | Yes (qualification). Thompson Pump qualifies as a small business based on employee count under SBA guidelines. We are not formally certified through a specific SBE program, but by size standards, we are a small business.<br>Comment: We consider our small-business culture as a strength – it means we offer personalized service and agility. For any reporting purposes, Thompson Pump's size status can be counted towards small business utilization. We will provide verification of our employee count or SBA profile as needed.<br>(Any additional lines or specific categories beyond 53 would be addressed similarly. In conclusion, Thompson Pump is committed to diversity and will cooperate with Sourcewell's diversity and inclusion objectives despite not being classified in those categories ourselves.) | * |
| 55 | | Small Disadvantaged Business (SDB) | ○ Yes<br>◉ No | No. Thompson Pump is not a SDB due to the overall revenue he company generates. | * |
| 56 | | Women-Owned Small Business (WOSB) | ○ Yes<br>◉ No | No. Thompson Pump is not WOSB. | * |

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your payment terms and accepted payment methods. | Our standard payment terms are Net 30 days from the date of invoice. This means Sourcewell participating entities will have 30 days to remit payment after we invoice for delivered products or services. We find Net 30 to be a common government practice and it aligns well with public entity payment cycles. However, we are willing to discuss alternate terms if required by a participating entity's regulations (for example, some entities have statutory Net 45 or Net 60 – we can accommodate if mutually agreed).<br>Accepted payment methods include:<br>- Checks: We accept company or government checks. Checks should be made payable to Thompson Pump and Manufacturing Co., Inc. (or to the authorized distributor if they are invoicing the sale).<br>- ACH / Wire Transfers: We encourage electronic payments for efficiency. We can provide ACH instructions and banking details on our invoices. Many of our customers pay via ACH which ensures timely receipt.<br>- Electronic Funds Transfer (EFT): For federal or certain state entities that use EFT systems, we are registered and can receive payment through those systems (such as the U.S. Treasury's IPP or state vendor payment systems).<br>- Credit Cards / P-Cards: We do accept major credit cards (Visa, MasterCard, American Express) and procurement cards for payments (see Q60 for details on P-Card acceptance). This can be useful for smaller purchases or parts orders especially. If an entity chooses to pay via credit card, we typically charge the card at time of shipment or completion of service.<br>- Letter of Credit (for international): In the rare case of an international order (e.g., a Canadian entity) or a very large purchase, if a Letter of Credit is needed as a payment mechanism, we can arrange to accept that, though it's generally not necessary for domestic government orders given their creditworthiness.<br>We do not require advance deposits on standard equipment orders for Sourcewell members – we will produce and ship the equipment and then invoice, except in unusual cases (like a highly customized build or extremely large quantity) where we might discuss progress payments. But as a rule, we follow the contract's expectation that pricing is firm and payment is after delivery.<br>Additionally, we do not offer early payment discounts in our standard terms (e.g., 2% 10 Net 30) unless a specific agency requests it and it's advantageous to both parties. We have found most government finance departments prefer to pay net with no discount complications. That said, if a participating entity is interested in an early payment discount, we can negotiate that individually.<br>In summary, Thompson Pump's payment terms are net 30 and we are flexible in accepting various payment methods including modern electronic forms. Our goal is to make the transaction smooth for the participating entity's accounts payable process. All these terms will be clearly stated on our quotations and invoices. | * |

| | | | |
|---|---|---|---|
| 58 | Describe any leasing or financing options available for use by educational or governmental entities. | Thompson Pump understands that some government or educational buyers may prefer or require financing arrangements or leasing options to acquire equipment. We offer and facilitate several leasing/financing solutions tailored for the public sector:<br>Municipal Lease-Purchase Financing: We can arrange tax-exempt municipal lease-purchase agreements through third-party financing partners. In a municipal lease-purchase, the participating entity makes payments (usually annually or quarterly) over a set term (commonly 3 to 5 years) and owns the equipment at the end of the term for a nominal buyout (often \$1). This structure is very popular with governmental entities because the interest rates are typically lower due to the tax-exempt interest to the lender. Thompson Pump has relationships with reputable financing companies that specialize in municipal leases. For example, we partner with leasing firms that have A or higher ratings and understand state/local government requirements (non-appropriation clauses, etc.). If a Sourcewell member is interested in this, we will gather a financing quote from our partner to include as an option in our proposal. The lease-purchase can cover the pump, accessories, and even ancillary costs like delivery or extended warranty.<br>Traditional Equipment Leasing: For entities that prefer not to own the equipment at all, we can assist in setting up an operating lease or long-term rental. Through Thompson Pump's network (including United Rentals for rentals, since they carry Thompson pumps, or other lessors), we can facilitate leases where the customer pays a monthly or yearly fee to use the pump and returns it at lease end. This might be beneficial for project-based needs. While Thompson Pump itself is no longer in the rental business (post-2019 sale of rental division[6]), we collaborate closely with rental partners to ensure our customers have leasing options.<br>In-House Financing Plans: In select cases, Thompson Pump can offer an in-house financing plan. For example, for a large purchase, we might agree to installment payments directly to Thompson Pump over a year or two. This is decided case-by-case and usually would require credit approval through our finance department. We have done this for some domestic municipal clients who needed to align payments with budget cycles. There is typically a modest interest or carrying charge for such arrangements, but we try to keep it very competitive.<br>Deferred Payment or Trial Periods: For educational institutions or new customers, we occasionally can structure a deal where the first payment is deferred (say 90 days) or allow a short "try before buy" rental period that can apply towards purchase. This is not a formal program but something we are willing to discuss to meet the entity's needs.<br>Financing for Educational Entities: Schools and universities might access financing via bonds or internal funds; however, if needed, the same municipal lease options apply (most universities qualify for similar rates if public, and if private, we can still do standard finance leases). We ensure any financing option for an educational customer complies with their procurement rules and fiscal policies.<br>It's important to note that any leasing or financing is optional – we provide it as a convenience. The Sourcewell price of the equipment remains the same; the financing cost (interest) is the only addition, transparently shown by the third-party lessor. We make no markup on financing; it's purely at cost of capital.<br>By offering these options, Thompson Pump enables agencies with limited upfront capital to still acquire needed equipment immediately and pay over time. We handle the administrative legwork of setting up these programs to make it as easy as purchasing outright.<br>In conclusion, yes, we offer leasing/financing options tailored for government/education. Specifically, tax-exempt municipal lease-purchase is a popular and readily available method we support, alongside flexible rental or in-house financing solutions. We will work with any participating entity to find a payment plan that fits their budget while still leveraging the Sourcewell contract benefits. | * |
| 59 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | Thompson Pump utilizes a straightforward set of transaction documents in connection with the awarded Sourcewell agreement. We endeavor to keep paperwork minimal and in harmony with Sourcewell's contract terms. The standard documents we propose to use include:<br>Quotation/Proposal Document: Each transaction typically begins with a written quote or proposal from Thompson Pump (or our authorized distributor) to the participating entity. This quote will reference the Sourcewell contract number and clearly outline the equipment, quantities, prices (list price, Sourcewell discount, and net price), | |

| | | | | |
|---|---|---|---|---|
| | | delivery terms, and any included services (training, etc.). It will also state the validity period of the quote. The quote form includes basic terms like FOB point, estimated delivery time frame, and any assumptions. We have a standardized quote template for Sourcewell to ensure consistency. (This is not an agreement the customer signs, but it becomes an attachment to the PO to confirm details.)<br>Purchase Order (from the Participating Entity): We expect the participating entity will issue their Purchase Order (PO) referencing Sourcewell Contract # and our quote. The PO is the formal offer to buy. Thompson Pump (or distributor) will then acknowledge the PO. We do not require the customer to sign any separate contract at this stage; the PO and the master Sourcewell agreement cover the terms.<br>Order Acknowledgement/Confirmation: Upon receiving a PO, Thompson Pump will provide an Order Confirmation document. This is a short form that mirrors the items on the PO, confirms receipt, and notes the scheduled delivery date, etc. It serves as our acceptance of the order. Typically, our confirmation will also reference that the sale is governed by Sourcewell Contract terms.<br>Terms and Conditions of Sale: We have standard Terms and Conditions of Sale that generally apply to our commercial transactions (covering warranty, liability limitations, payment terms, etc.). However, because the Sourcewell Master Agreement will govern the relationship, any standard terms we use are adjusted to defer to the Sourcewell contract. We will upload our baseline terms for transparency, but importantly, where there is any conflict, the Sourcewell Master Agreement terms take precedence (and we are fine with that). One key point: Our standard terms include warranty statements and return policies, which align with what we're stating in this proposal. We do not intend to impose any onerous terms on Sourcewell members beyond what's in the Master Agreement. For example, our standard terms disclaim consequential damages and specify FOB factory, but under Sourcewell we will follow the freight terms as agreed and the liability as per Master Agreement Article 11, etc. In summary, the transaction will largely be governed by the Sourcewell Master Agreement terms, with our sales order documents serving to document specifics of the purchase.<br>Service Level Agreements (SLAs): If a participating entity requires a Service Level Agreement for ongoing maintenance or emergency support (for instance, if they engage us for an on-call maintenance contract for pumps), we can provide a simple SLA document. This would outline response times, preventive maintenance schedules, etc. We currently manage some SLA-style commitments via purchase orders or contracts for certain cities (especially for permanent installations). These can be negotiated on a case-by-case basis and will adhere to the Master Agreement framework.<br>Warranty Documentation: We include a Warranty Statement with each equipment delivery (which is also in our user manual). This document spells out the warranty coverage (what's covered, duration, how to obtain service). It's not a contract the buyer signs, but an important part of the transaction documents. We have uploaded our standard warranty statement as part of the proposal for reference.<br>Others (if applicable): If financing is used (as per Q58), there would be lease documents, but those are between the financing company and the customer (Thompson Pump just facilitates). If a customer wants to negotiate any specific additional terms, we handle that via a written addendum or amendment to the PO, which we sign along with the customer's representative, all within the allowable scope of the Master Agreement.<br>All these template agreements or transaction documents—quote template, order acknowledgment, standard T&Cs, warranty form—have been uploaded with our response in the document section for Sourcewell's review. We want to ensure transparency that nothing in our documents contradicts Sourcewell terms. In fact, we have reviewed the Sourcewell Master Agreement and find its terms acceptable, so we expect little need for additional contractual paperwork beyond the normal ordering documents.<br>In summary, the process is: Sourcewell member issues PO -> Thompson Pump acknowledges -> equipment is delivered with invoice and warranty doc. The existing Sourcewell contract covers legal terms, so no separate contract signing is needed per transaction. This simplicity and clarity in documentation should make it easy for all parties. | * | |

| | | | |
|---|---|---|---|
| 60 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, Thompson Pump accepts procurement cards (P-Cards) and credit card payments for purchases under the Sourcewell contract. We have the infrastructure to process Visa, MasterCard, American Express, and Discover. Many of our smaller transactions (especially parts orders or service jobs) are already handled via credit card, and we are comfortable extending this to larger orders as needed.<br>Regarding additional cost: There is no additional cost or surcharge to Sourcewell participating entities for using a P-Card. We do not add any credit card processing fee or penalty for using this payment method. The price quoted is the price the customer pays, regardless of payment method. If a customer opts to pay by card, we absorb the standard merchant transaction fees as a cost of doing business, in compliance with Sourcewell expectations and card network rules (which often prohibit surcharging in government contexts anyway).<br>The only practical limitation to note is that some credit cards have transaction limits. If a purchase is very large (e.g., a \$200,000 multi-pump order), we'd work with the entity to possibly split the charge or ensure their card program can handle it. We have processed large credit card orders in the past, so it's usually just a coordination point with the card issuer.<br>Our process: when a P-Card is to be used, we will typically get the card information at the time of order or invoice. We run the charge at shipment (for equipment sales) or after work is completed (for services). We can also accept card payment via our secure online payment portal or a phone authorization, whichever the entity's policy allows. We provide a receipt to the cardholder for their records.<br>Additionally, if a participating entity uses a P-Card portal or electronic procurement system, our team will accommodate that. For example, some large city clients require vendors to enter invoices into a bank's portal for P-Card settlement—our accounting department is experienced with those systems and will comply so that it's seamless for the customer.<br>Using P-Cards can speed up payment and reduce paperwork for our customers, and we welcome that efficiency. Rest assured, choosing P-Card will not affect warranty, support, or any terms; it's purely a payment convenience.<br>In summary: Yes, we accept P-Cards with no extra fees. We have a "no surcharge" policy for credit card use for our government customers, treating it the same as cash/ACH in terms of pricing. This policy aligns with our goal to make purchasing from Thompson Pump easy and frictionless for Sourcewell members. | * |
| 61 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Thompson Pump is submitting (2) Sourcewell Price Lists: TPM Direct Pricing & Municipal Distributor Pricing<br>(1) TPM Direct Pricing<br>Both Sourcewell Price List will utilize a discount-off-MSRP/List pricing model for our Sourcewell contract offering. We have established a uniform discount percentage applied to our Manufacturer's Standard Retail Price (MSRP) list for all products covered. This makes pricing transparent and easy to calculate for any item in our catalog.<br>We are offering a 25% discount off MSRP on all Thompson Pump equipment and related accessories to Sourcewell participating entities. In other words, the Sourcewell price is 75% of the list price (i.e., a 25% reduction). This discount is applied across the board to pumps, engines on the pumps, and standard configuration accessories included with those pumps.<br>Consistent Pricing Structure: Our price list (MSRP) is standardized nationally and is updated periodically (no more than once annually, typically). We have uploaded our complete price list as part of this proposal, which includes model numbers, descriptions, MSRP, and the net Sourcewell price after the 25% discount for each line item.<br><br>Spare Parts, Service Labor, and Consumables: Generally, a 15% discount applies to service labor rates and spare parts. For spare parts and consumables, our pricing approach is to also offer a discount (often the same 15% off list, except where a part is very low margin or controlled pricing like engines or third-party components). For any open market spare part not listed, the agency can assume at least 15% off the MSRP/List price, but we will confirm case-by-case.<br><br>Optional Equipment and Upgrades: Many pumps have optional add-ons (e.g., sound enclosure on an otherwise open unit, automatic start/stop kit, float controls, special trailer options). These options are listed with their list prices in our catalog. The Sourcewell discount applies to those as well, unless otherwise noted. We want customers to be able to configure a pump with needed options and still enjoy | |

the contract discount. These add options are also discounted at 25% off our MSRP/List Pricing.

Stationary Thompson Pump Installations: Maintaining the pricing formula, we would be offering a 41% discount to the installation services in the State of Florida. Generally, this service would not be defined as Cost+, but using the MSRP – Manufacturers Standard Retail Price formula creates consistency with these added value services.

(2) Municipal Distributor Pricing:
We are offering a 12% discount off MSRP/List on all Thompson Pump equipment and related accessories to Sourcewell participating entities. In other words, the Sourcewell price is 88% of the MSRP/List price (i.e., a 12% reduction). This discount is applied across the board to pumps, engines on the pumps, and standard configuration accessories included with those pumps. *

Consistent Pricing Structure: Our price list (MSRP) is standardized nationally and is updated periodically (no more than once annually, typically). We have uploaded our complete price list as part of this proposal, which includes model numbers, descriptions, MSRP, and the net Sourcewell price after the 12% discount for each line item.

Optional Equipment and Upgrades: Many pumps have optional add-ons (e.g., sound enclosure on an otherwise open unit, automatic start/stop kit, float controls, special trailer options). These options are listed with the same 12% discount off MSRP/List. The Distributor Sourcewell discount applies to those as well, unless otherwise noted. We want customers to be able to configure a pump with needed options and still enjoy the contract discount.

Used or Demo Equipment: If used or demo units are offered (subject to availability and if allowable), we would price those separately at a case-by-case negotiated price. The contract mainly covers new equipment pricing. But we mention this because sometimes an entity might inquire about a lower-cost used pump; if we provide it, it would be clearly identified and priced distinctly (likely well below MSRP, given depreciation). However, that's outside the standard pricing data.

Price List Updates: We will maintain the pricing data with Sourcewell. Typically, our MSRP may adjust due to material costs or new model introductions. Any price list updates would be submitted to Sourcewell for approval per the contract terms (likely annually). The discount percentage (TPM Direct -25%, Muni Distributor -12%) is intended to remain fixed through the contract term, providing consistent savings.

By providing detailed line-item pricing like this, we ensure that Sourcewell members can "audit" the pricing – seeing that they are indeed getting the contract discount off the standard list. It also simplifies procurement, as they can pick items out of our catalog, apply the discount and know the exact cost.

Uploaded Pricing Materials: We have uploaded both comprehensive price lists which contains all the items TPM Direct or Muni Distributor will propose to our respective customers. This serves as the reference for any pricing questions. We will also honor requests for quotes if agencies prefer us to do the calculation, but the data is fully available.

In summary, our pricing model is transparent and based on a fixed discount off MSRP/List prices. All Sourcewell participants, regardless of size or location, receive the same favorable discount structure, ensuring equity and ease of use. We believe this approach, combined with our detailed price documentation, will make evaluating and purchasing Thompson Pump products through Sourcewell efficient and trust-inspiring.

| | | | |
|---|---|---|---|
| 62 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The TPM Direct Pricing proposal in our response represents a 25% discount off the Manufacturer's Suggested Retail Price (MSRP) for Thompson Pump products. This means Sourcewell participating entities receive a 25% reduction from our standard list prices on all items.<br>In percentage terms: Sourcewell Discount = 25% off list price.<br><br>The Municipal Distributor Pricing proposal in our response represents a 12% discount off the Manufacturer's Suggested Retail Price (MSRP) for Thompson Pump products. This means Sourcewell participating entities receive a 12% reduction from our standard list prices on all items.<br>In percentage terms: Sourcewell Discount = 12% off list price.<br>To provide further context, this discount is consistent across the product range (pumps, accessories, parts as offered). There are no hidden variations; it is a flat rate discount for simplicity and fairness. In some cases, we may offer even deeper discounts for exceptionally large volume purchases or special promotions, but 25% and 12% is the baseline guaranteed discount.<br><br>(If needed, we can confirm that our list prices are genuine baseline prices charged to non-contract customers, ensuring that the 25% off is a true discount. We maintain price integrity so Sourcewell members are getting a real advantage.)<br><br>In summary: 25% off MSRP is the discount percentage or range (it is a fixed percentage in this case) that defines the pricing advantage in our proposal when TPM sells direct to municipalities, and 12% off MSRP/List Prices when our Municipal Distributor sells to the municipality. | * |

| | | | |
|---|---|---|---|
| 63 | Describe any quantity or volume discounts or rebate programs that you offer. | In addition to our standard Sourcewell discount, Thompson Pump offers additional savings for high-volume purchases as well as rebate incentives for sustained usage of the contract. These programs are designed to reward participating entities who purchase in large quantities or dollar volumes:<br>Quantity Discounts: For one-time large quantity orders, we provide incremental discounts on top of the standard 25% off:<br>If a single purchase order includes 10 or more pump units (of any combination of models) that are 12-inch size or smaller, we offer an additional 2% discount on those pumps[22]. This means the effective discount becomes 27% off list for that order volume. This threshold and discount are intentionally set to encourage fleet purchases or cooperative buys among multiple departments.<br>For extremely large orders (e.g., outfitting an entire regional fleet with 20+ pumps, or a very high dollar value over \$1 million in one order), Thompson Pump is open to negotiating a custom discount above and beyond the 2%. We have, on rare occasions, given around 5% extra off for extraordinary orders. While not a formal tier in our pricing, we mention this flexibility – any such arrangement would be cleared with Sourcewell to ensure transparency and fairness.<br>We also consider quantity discounts on accessories: For example, if an entity orders hoses or parts in bulk (say 100 hoses), we might apply a small extra discount on those items or perhaps throw in some spare parts at no charge as an incentive. Those can be handled case-by-case in quotes.<br>Volume Rebate Program: Thompson Pump is prepared to offer a rebate program tied to annual sales volumes achieved through the Sourcewell contract:<br>If a single participating entity (e.g., a large city or a state agency network) spends more than \$500,000 in a calendar year with us under the Sourcewell contract, we will provide a year-end rebate of 1% of the total sales back to that entity. This rebate can be given as a refund check or, if the entity prefers, as a credit toward future purchases.<br>For annual volumes exceeding \$1,000,000 by a single entity or a collaborative group purchase, we would increase that rebate to 2% of the total. This is our way of sharing the economies of scale.<br>These rebates are contingent on the payments being made on time and are calculated at year-end, then processed in the first quarter of the following year. We will coordinate with the entity to ensure compliance with any of their rules regarding accepting rebates (alternatively, some may want it as a credit on account).<br>Note: Rebates would not affect the pricing per item at purchase (which remains 25% off); they are an additional benefit after the fact for high volume.<br>Cooperative Purchasing / Group Buys: If multiple participating entities combine their orders (for instance, a consortium of several counties decide to buy pumps together to get better pricing), Thompson Pump is happy to treat that as one volume for discount purposes. We can either have each entity issue their own PO referencing a master quote with volume pricing, or one lead entity do it. The quantity discount above would apply as if it were one order. This encourages collaborative buying and further savings. We can also be flexible in shipping to multiple locations under one order.<br>Special Promotions: From time to time, Thompson Pump may run special promotions (e.g., end-of-year sale, new model introduction deals). If such promotions occur, we will extend them to Sourcewell participants on top of contract pricing where allowable. For example, if we have a factory promotion of an extra \$1,000 off a certain model in Q4, a Sourcewell buyer would get that \$1,000 off in addition to the 25% off list. We would notify Sourcewell of any such promotions to ensure clarity and equal opportunity for all members.<br>In summary, beyond the standard contract pricing, we offer a 2% additional discount for orders of 10+ pumps (<=12”) on one PO[22], and we have a rebate program of 1–2% for high annual spend volumes. These incentives are aimed at maximizing value for heavy users of the contract and encouraging economies of scale. We believe this approach provides meaningful savings and demonstrates Thompson Pump’s partnership approach – as our volume with a customer grows, we share more savings with them. | * |

| | | |
|---|---|---|
| 64 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Thompson Pump recognizes that occasionally a participating entity might require ancillary products or services that are outside the strict scope of our Sourcewell contract offerings (so-called “open market” or non-contracted items). We are committed to accommodating these needs in a transparent and fair manner. Our proposed method for handling such items is as follows:<br><br>Same formula for MSRP will be calculated based on all direct/indirect costs, and for consistency, the same 25% discount will apply. If a customer needs an item that we do not officially list on our contract (for example, a related piece of equipment or a third-party accessory that complements our pump, like a generator, lighting for a pump station, specialized fittings, etc.), Thompson Pump will supply that item at "non-contract item" with the same pricing structure listed above. Specifically, our general policy is to provide non-contract items with the same discount as other contract items.<br><br>Separate Quote Line and Disclosure: Any open market item will be clearly delineated on our quotations and documentation as “Non-Contracted Sourcewell Add Option" – not on Sourcewell contract. We want to ensure the agency’s purchasing file is clear which items are within the Sourcewell contract scope and which are not. We will list the price as described above, and note that it is provided per the entity’s request as an additional convenience.<br><br>Competitive Sourcing of Open Market Items: When fulfilling open market requests, we typically get multiple quotes from our suppliers to ensure we’re giving the best possible value to the customer. For instance, if they ask for a certain valve or flow meter that we don’t make, we’ll check our network for the best cost and quality, then provide that. If the customer has a preferred brand or spec, we’ll adhere to that.<br><br>Option to Exclude: We will inform the participating entity that the non-contracted item is optional and not part of the Sourcewell contract. If they prefer, they can procure it separately through their own processes. We include it merely as a convenience. *<br><br>We ensure they know there’s no obligation to buy that item through us if they have a better source.<br><br>Documentation: For any such non-contracted item, we will maintain documentation of our cost in our records and make it available to Sourcewell upon request to verify we adhered to the agreed method. This ensures transparency.<br><br>Example Scenario: A county wants to buy a Thompson Pump trailer-mounted pump (contract item) and also asks for 300 feet of specialty high-pressure hose that we don’t list. We will quote the pump at contract price and the hose as non-contracted Sourcewell Add Option: “300 ft High-Pressure Hose – at MSRP - 25%.” The county can then decide to include it or procure separately.<br><br>In summary, Thompson Pump’s approach to non-contract “sourced” products is to accommodate them with transparency and with pricing that is in-line with the overall contract discount structure. This one-stop-shop ability is an added service to our customers, allowing them to complete their procurement in one go if they wish. Our goal is to meet all the customer’s needs while honoring the integrity of the contract. By supplying non-contracted items, we ensure the participating entity is getting a fair and consistent value, thereby making this approach a win-win.<br><br>The same MSRP - 41% discount structure would apply for all Installations that require Non-Contracted items and/or work added to the Scope of Work. We realize that very Sourcewell member will want something a little different, so this will be the best way to make sure the Sourcewell member get the exactly what they want and the best possible value.<br><br>The same MSRP - 12% discount structure will apply for Municipal Distributor Price List for Non-Contracted items. |
| 65 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or | Thompson Pump’s pricing is straightforward and intended to be as inclusive as possible. However, there are certain elements of total acquisition cost that might be outside the base price of the equipment. We want to be very clear on what, if anything, is not |

| | | | |
|---|---|---|---|
| | shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | included in our submitted pricing and could result in additional charges. These elements include:<br>Freight/Shipping Charges: Standard pricing in our proposal typically is F.O.B. Origin (factory) unless otherwise stated, which means delivery/freight is not included in the unit price (freight is addressed separately in Q66). The cost of freight will be an additional line item charge on quotes/invoices, calculated based on actual shipping rates to the destination. We do not pad our equipment prices to cover shipping, because freight can vary widely by location. Instead, we quote it explicitly. So, while not part of the product "price," customers should budget for shipping if they are not picking up the unit themselves.<br>Installation or On-Site Setup: For most Thompson Pump products (which are portable or mobile pumps), installation is minimal – usually just offloading and connecting hoses, which the customer's staff or our delivering technician can handle. Thus, we do not include a separate installation charge in pricing. However, if a participating entity requests Thompson Pump or our distributor to perform a complex installation (say mounting a permanent backup pump into a lift station, integrating controls, etc.), that would be an additional service cost. Such costs would be quoted in advance as either a flat fee or time & materials rate. Typically, this would involve labor charges for technicians, any needed rental equipment (like a crane or lifting device), etc. These are not included in the equipment price since not every purchase needs them. They will only apply if the entity explicitly wants that service.<br>Pre-Delivery Inspection (PDI): All Thompson Pump units undergo comprehensive testing and inspection at our factory before shipment (this is part of our manufacturing process and included in the price). If a customer requests an additional third-party inspection or certification (for instance, a certified pump curve test by a UL lab, or a customer witness test beyond standard), that could incur an extra cost. But under normal circumstances, no extra charge for PDI; it's already included.<br>Training Beyond Standard: Our pricing includes basic on-site training at delivery. If a customer wants extensive training sessions or multiple days of training beyond what we normally provide for free, we might charge for the extra days. For instance, one short operator training is free, but if an entity asks for a week-long training program, we would quote that separately (covering trainer's time and travel). This scenario is rare and would be clearly communicated beforehand as not included in base price.<br>Extended Warranty or Service Plans: The standard equipment warranty (which covers parts and labor as described elsewhere) is included in the price. However, if a customer wishes to purchase an extended warranty or a service/maintenance plan (e.g., an extra 2 years of coverage, or scheduled maintenance contract), that would be an additional cost outside of the base product price. We would develop a cost for such an extension based on the equipment and term. No such extended programs are automatically included in the base price.<br>Technician Travel for Warranty Service: Our warranty administration covers replacement parts and labor. Labor is typically provided by our nearest service provider. In most cases, travel time/mileage for technicians is covered under warranty if within a reasonable area. If a piece of equipment is located in an extremely remote location, out of our normal service radius, there might be additional travel cost (or the customer can opt to bring it to a service point). We strive to absorb travel costs, but extreme situations would be discussed. This is mentioned for completeness, though generally it's not a separate charge in normal scenarios.<br>Taxes: Sales or use taxes are not included in our pricing (since tax obligations vary by state and entity tax-exempt status). Any applicable taxes would be added to the invoice unless a tax-exemption certificate is provided by the participating entity. Government entities often are tax-exempt, but if not, they should be aware taxes are extra.<br>Parties imposing costs & relationships: The freight charges might be imposed by our logistics providers (carriers) – Thompson Pump simply passes that through, possibly pre-paying and adding it. The installation or extended service costs would be imposed by either Thompson Pump or our distributor (whoever is performing the service). In cases of distributor involvement, the distributor is acting as an authorized partner to Thompson Pump; any charges they impose would be communicated via our quote and rolled into the Sourcewell purchase to maintain transparency and contract compliance.<br>Examples of Additional Charges: | * |

| | | | |
|---|---|---|---|
| | | Freight: e.g., \$1,500 freight charge for a trailer pump to be shipped cross-country.<br>Optional on-site install: e.g., \$2,000 for a technician team to mount and wire a permanent pump.<br>Extended warranty: e.g., \$3,000 to extend full warranty by 2 years on a large pump.<br>None of these would be surprise charges; all would be listed and agreed upon in the quote stage.<br>To sum up, Thompson Pump's base pricing is comprehensive for the equipment itself and standard support. Additional costs not in the base price are primarily freight and any optional value-added services like special installation, extended maintenance, or non-standard training. We will always identify these costs in detail and obtain approval from the purchasing entity before proceeding. Our philosophy is "no hidden fees" – everything is upfront so participants can evaluate total cost of acquisition accurately. | |

| | | |
|---|---|---|
| 66 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Yes, in most cases freight/delivery is an additional cost to the participating entity (not bundled into the product price), and Thompson Pump has a well-defined program to manage these charges fairly and efficiently:<br>Freight Quotation: When providing a quote to a participating entity, we will calculate and include a line item estimate for freight. This calculation is based on the destination zip code, the equipment dimensions/weight, and the mode of transport. We have corporate accounts with reputable carriers for LTL (less-than-truckload), FTL (full truckload), and specialized haulers (for oversized loads). We solicit freight rates at the time of quote to give the customer a firm or not-to-exceed freight cost. If the actual ends up being a bit lower, we charge the lower amount; if higher, we honor the not-to-exceed (unless something changed like expedited shipping was later requested).<br>Pre-Pay and Add: Our standard freight terms are “FOB Origin, Freight Prepaid and Added.” This means Thompson Pump will arrange the shipping, pay the carrier, and then add the freight charge to the customer’s invoice. This approach leverages our negotiated volume rates with carriers (which are often better than one-off rates a customer might get)[23]. It also simplifies things for the entity, as they don’t have to coordinate logistics unless they prefer to. We do not mark up freight costs; what we are charged is what the customer pays (we will provide carrier invoices as proof if ever requested).<br>Customer Pickup Option: If a participating entity has the means and desire, they can opt to handle freight themselves (e.g., send a truck to our factory). We are flexible: we would then quote the equipment without freight and label it “EXW” or “FOB Origin – Customer to arrange pickup.” We’ll coordinate loading during business hours at no cost. Many nearby entities or those with their own flatbeds take advantage of this to save on freight.<br>Delivery Scheduling: Once an order is ready to ship, our logistics team contacts the customer to arrange a convenient delivery window. For large equipment, we ensure the site can receive a semi-truck or if a liftgate or crane is needed for offload (if the entity doesn’t have a dock or forklift, we discuss that upfront and can arrange a truck with lift-gate service or a local boom truck, which may have an extra fee relayed at cost). We aim to tailor the delivery to the agency’s facility requirements – e.g., call ahead, limited delivery hours, etc.<br>Packaging and Handling: All shipments are properly crated or secured. Trailer pumps are usually shipped as is on their wheels (in a dedicated truck or flatbed); skid-mounted pumps might be crated. There’s no separate handling fee – it’s part of freight coordination. We factor any special packaging into our freight quotes. For example, overseas shipments to Hawaii/Alaska might require containerization or special wrapping which we include.<br>Insurance: We insure all shipments for full value until delivery. The cost of insurance is included in the freight quote (or covered by us if minimal). This ensures that if any transit damage occurs, it’s handled without cost to the participating entity. We’ll either repair, replace, or otherwise make it right expediently.<br>Tracking and Communication: We provide tracking information once the item is dispatched. Our team monitors the shipment and keeps the customer informed of ETA. Upon delivery, we advise the consignee to inspect the equipment. If anything is amiss, we handle the freight claim process.<br>Freight Rate Structures: For reference, smaller parts orders can often go via UPS/FedEx ground – we would charge actual rates for that (e.g., \$50 for a set of gaskets). Larger pallets go LTL – we negotiate discounts typically 70% off carrier tariff rates thanks to our volume. Full pumps on dedicated trucks – often we get competitive bids from a few carriers or use our regular logistics partner. We strive for cost-efficiency in freight since we know our customers are often municipalities mindful of budgets.<br>No Freight Profit: We reiterate that we do not treat freight as a profit center; it’s a pass-through expense[24]. Any volume rebates we get from carriers are reflected in lower quotes to customers. Our focus is reliable, safe delivery at the lowest practical cost.<br>In summary, Thompson Pump’s freight and delivery program is full-service and transparent. We handle the heavy lifting of logistics, quote a fair price upfront, and guarantee delivery in the agreed condition. The participating entity can trust that we’ve taken all steps to deliver their equipment efficiently, whether it’s across the state or across the country. If there are any special delivery challenges (rural roads, restricted access times), we incorporate solutions into our plan so that the process is smooth on arrival day. * |

| | | | |
|---|---|---|---|
| 67 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Shipping to Alaska, Hawaii, Canada, or offshore U.S. territories requires additional considerations, and Thompson Pump has experience arranging deliveries to these locations. Below are the specific freight terms/programs we offer for these areas:<br>Alaska: For Alaska, most large shipments (pumps on trailers or skids) go via ocean freight from the Port of Tacoma/Seattle to Anchorage (or other ports like Fairbanks via rail from Anchorage, etc.). Our freight quotes to Alaska will typically be Through Bill of Lading including ocean transport and any necessary transloading. We handle all coordination with ocean carriers. Smaller shipments (parts or very small pumps) can sometimes go via air freight if timing is critical, or via barge services for remote coastal communities. We ensure our quotes clarify mode: e.g., “Ocean freight Seattle to Anchorage, then truck to your location, included.” We also consider seasonality – if an area is only reachable in summer by barge, we plan accordingly. Customs: Since Alaska is U.S., no customs, but we ensure compliance with any Alaska-specific regulations (like Alaska Railroad if used).<br>Hawaii: Shipments to Hawaii are typically via ocean container or roll-on/roll-off (RoRo) service from Los Angeles or Seattle. We will containerize equipment as needed (often a 20’ or 40’ container depending on size). Our freight quotes to Hawaii are port-to-port plus delivery: meaning we include ocean freight to Honolulu (or the appropriate island’s port) and then local drayage to the entity’s site if requested. Timing to Hawaii is usually 2-3 weeks on water. We consolidate shipments if possible to reduce cost. In some cases, if the timeline is urgent, we can quote air freight for smaller items, but it’s expensive for heavy goods, so usually ocean is chosen. We make sure all items are properly crated and protected for the long sea journey (desiccants in enclosure to avoid corrosion, etc.). Freight to Hawaii is given as a flat quote that includes all handling up to delivery.<br>Canada: Freight to Canada can be done overland (truck) to most provinces or by ocean for far provinces if needed (e.g., maybe barge to some far north areas). Our freight quotes to Canada will include border brokerage and customs clearance. Thompson Pump is familiar with export documentation; we prepare commercial invoices, NAFTA/USMCA certificates, etc. If the participating entity has a customs broker they prefer, we coordinate with them; otherwise, our logistics partner will handle brokerage and we include that fee in the quote. Delivery terms to Canada are usually DDP (Delivered Duty Paid) or DAP (Delivered at Place) depending on what the entity wants – often Canadian municipalities appreciate DDP so it arrives without hassle and we take care of duties/taxes, then invoice those. We can factor GST/HST into the quote or invoice it separately as needed. We ensure compliance with Canadian import regulations (for example, engines have EPA stickers which Canada accepts, and we provide emission certificates if needed at the border). Essentially, we aim to make it a door-to-door service, with all import formalities handled by us, so the Canadian customer just receives the equipment like a domestic shipment.<br>Offshore U.S. Territories (Puerto Rico, Guam, etc.): We treat these similar to international shipments. For Puerto Rico, shipments go ocean freight (Jones Act carriers from Jacksonville or Miami). We handle the manifest and any excise tax paperwork (Puerto Rico has some specific tax on equipment – if the entity is tax-exempt, we coordinate that). For Guam, likely via ocean from West Coast with transshipment in Honolulu or directly. We include in quotes any additional costs like island handling fees or special customs territory issues. We’ll partner with a freight forwarder experienced in that region. Time frames are longer (Guam can be several weeks). For these territories, as they are U.S., we still often have to go through a slightly different process (e.g., Guam might require Department of Defense clearance if going through military channels – we handle as needed). We will provide the entity with tracking and expected arrival not just to port but to their specific location.<br>Insurance and Risk: For all these remote shipments, Thompson Pump continues to carry insurance until delivery (CIF terms usually – cost, insurance, freight). The equipment is our responsibility in transit until the customer signs for it in good condition. This is important because ocean/long transport can have more risk; we remove that risk from the customer.<br>Special Packaging: We pay extra attention to packaging for these destinations: corrosion protection for ocean, sturdy crating, sometimes shrink wrapping the entire machine. These practices are part of our service and their costs are rolled into the freight/handling line item. | * |

| | | | |
|---|---|---|---|
| | | Communication and Approvals: We know shipping to these areas can raise questions for customers. We work closely with the purchasing entity's logistics or procurement team to get any needed approvals. For example, some Canadian agencies may prefer to use their government freight contracts – we can accommodate that if they direct us (like shipping to a consolidation point). Same with U.S. territories; sometimes FEMA or other agencies have preferences – we'll coordinate if needed.<br>To summarize, Thompson Pump's freight terms for Alaska, Hawaii, Canada, and offshore are turnkey: we figure out the optimal shipping mode, cover the needed documentation, include the costs in a clear quote, and deliver reliably. We take the complexity of international/offshore logistics off of the customer's shoulders. The customer will see maybe a higher freight line than domestic (simply due to distance), but with the assurance that it encompasses all necessary steps for a successful delivery to their doorstep (or dock). We've done it many times, and we'll ensure Sourcewell members in these regions are served just as well as those in the continental U.S. | |
| 68 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Thompson Pump offers some unique and flexible distribution/delivery options to meet the needs of different customers and situations. These methods go beyond standard truck delivery, ensuring that our products can be delivered or made available in the most effective way. Some of these unique options include:<br>Factory-Direct Expedite Program: In urgent cases (like emergency response scenarios), Thompson Pump can leverage its multiple factory and warehouse locations to expedite delivery. We maintain an emergency response inventory of key pump models that can be mobilized 24/7. If a participating entity needs a pump immediately due to a flood or infrastructure failure, we have a program where we can dispatch a pump within hours via dedicated truck or air freight. This is not standard shipping, but a special service. For example, we could put a 4" pump on a plane or hot-shot truck to get it to a disaster area next day. We coordinate these deliveries closely with the entity's emergency management team. While expensive, sometimes it's invaluable – and because we manufacturer and stock our own products, we have this capability in-house (whereas some distributors might not). This program is part of our promise to Sourcewell of being a responsive partner in critical times.<br>Drop-Shipping to Job Sites: Rather than delivering to a central warehouse, we can arrange drop-shipments directly to a job site or remote location. We often do this for contractors or utility crews that are out in the field. We work with carriers to find the nearest drop-off point accessible by truck. If needed, we'll utilize smaller local delivery vehicles to shuttle equipment from a freight terminal to a hard-to-reach site. This saves the customer from having to haul it themselves from their facility to the site. We have, for instance, delivered pumps directly to a levee or a construction site using flatbed tow trucks for the last mile.<br>Dealer/Service Point Pickup: Because we have a network of authorized dealers and service centers, a customer can also choose to pick up equipment from a local dealer if that's convenient. We might ship bulk equipment to a regional dealer who then stages customer pickups. This can save on individual freight costs and time. For instance, if several nearby agencies order pumps around the same time, we might consolidate the shipment to the dealer who then calls each to pick up at their leisure (or the dealer might do local delivery). It's a hub-and-spoke approach that can be efficient.<br>Rental Fleet Availability with Purchase Option: A unique option we offer is if a customer needs something immediately but the procurement process is still ongoing, we can supply a rental unit from our allied rental partners (like United Rentals, who has Thompson Pumps) to bridge the gap. Then when the purchased unit arrives, we swap them. In some cases, if the rental unit meets their needs, we can even convert that rental into a sale (with appropriate pricing adjustments). This distribution method ensures no downtime – they get a unit in use right away through rental channels, then smoothly transition to ownership under Sourcewell contract terms. We manage the logistics of that so it's seamless for the customer.<br>Training at Delivery and Joint Commissioning: As part of delivery, we sometimes employ a unique approach where our technician travels with the equipment to perform setup and training on the spot. This is sort of a "white glove" delivery. Instead of just a freight drop-off, our tech ensures the pump is placed correctly, does a test run, and hands it over in fully operational state to the customer. It's particularly useful for complex systems or for customers who might be new to the equipment. While not a distribution method in terms of physical | * |

| | | |
|---|---|---|
| | | shipping, it's a value-add in how delivery is executed at site, blending logistics with service.<br>Consignment Stock and Rapid Deployment Trailers: For large customers (for example, a state emergency management agency), we offer the concept of pre-positioned consignment stock. We can place a trailer at their location loaded with a few pumps and accessories for emergency use. These remain Thompson Pump property until they're needed/used (like consignment). When an emergency strikes, they pull what they need and then we settle the purchase after the fact or replenish the trailer. This is a novel distribution strategy to ensure immediate availability in disaster-prone regions. We have done similar things with hurricane-prone utilities—stockpiling pumps nearby before hurricane season. It's a unique offering that Sourcewell members could leverage for preparedness.<br>International Export Handling: In cases where a Sourcewell member might be doing a project overseas (some U.S. territories or grant projects in other countries through a state university, etc.), Thompson Pump can deliver to freight forwarders or handle export logistics. We have delivered pumps to U.S. Navy in Guam, or Army Corps projects abroad by coordinating through their channels. This isn't typical "distribution" but does reflect our flexibility in delivering where needed around the globe, not just within US/Canada.<br>Communication and Flexibility: Overarchingly, our distribution is not one-size-fits-all. We ask the customer "what is the easiest way for you to receive this?" and adapt. Whether it's delivering after-hours, on a weekend (we've done that when a city needed to avoid business hours downtown traffic), or using specialized vehicles (like a crane truck to drop a pump into a vault on delivery), we have the network and willingness to do so. We consider those unique methods because many manufacturers might simply curb-side deliver and leave; we go further.<br>In summary, Thompson Pump's distribution/delivery flexibility – from rapid emergency deployment, hub delivery via local partners, integrated rental solutions, to specialized on-site handoffs – is a unique strength. It ensures that Sourcewell participating entities can get the equipment when, where, and how they need it without being constrained by typical freight limitations. This customer-centric approach to delivery ultimately results in faster and more convenient access to our solutions. |
| 69 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | Thompson Pump is committed to full compliance with our Sourcewell contract pricing and terms, and we have instituted a robust self-audit process to regularly verify that participating entities are receiving the proper contract pricing and that we are adhering to all contract requirements (including reporting and fee payment). The components of our self-audit program include:<br>Centralized Contract Management: We have a dedicated Contract Manager assigned to the Sourcewell agreement. This individual (or team) acts as the internal gatekeeper for all Sourcewell transactions. Part of their role is to maintain the official contract pricing list in our ERP system and to review all Sourcewell quotes and orders for accuracy. Whenever a quote is prepared under the Sourcewell contract, our system flags it and our Contract Manager or pricing analyst double-checks that the correct discount (25% off list)[21] is applied to every line item, and that any open market items are handled as per policy (cost-plus minimal). This front-end check helps prevent mispricing from the outset.<br>Periodic Internal Audits: On a quarterly basis, our finance department runs a report of all Sourcewell contract sales in that quarter. They then randomly select a sample of transactions (or in some cases, review all transactions if volume is modest) to audit:<br>They verify the unit prices charged match the contract-approved pricing (comparing invoice line items to the contract price list).<br>They verify that the Sourcewell administrative fee has been calculated on the sale correctly and earmarked for payment.<br>They check that no unauthorized charges or deviations (like less discount) were applied. If any discrepancy is found, it is flagged for correction.<br>The results of this internal audit are documented. If errors are discovered, we take immediate corrective action such as issuing a refund/credit to the participating entity for any overcharge, and retraining the sales rep if it was an error. Fortunately, our system and checks catch most issues before invoicing, so such incidents are rare.<br>Pricing Database Integrity: We maintain a pricing database for Sourcewell items that is locked from unauthorized changes. Only the Contract Manager or senior management can update it (e.g., when a |

| | | | |
|---|---|---|---|
| | | new price list is approved by Sourcewell). We audit this database whenever an update is made to ensure it aligns exactly with the approved pricing. We also compare our published price list online (if we have one for contract) with what's in the system to ensure consistency.<br>Sales Training and Acknowledgment: All our sales and customer service reps who handle quotes are trained on the contract's pricing rules and are required to acknowledge in writing that they understand that pricing compliance is mandatory. We also use our CRM to automatically apply Sourcewell terms when a quote is tagged as a Sourcewell deal, to minimize manual error. Our self-audit includes ensuring that all relevant team members have up-to-date training (we do refreshers annually or when any contract change occurs).<br>Admin Fee Tracking: Each Sourcewell sale in our accounting system is coded with a contract identifier. Our finance team generates a sales report for Sourcewell at the end of each reporting period (likely quarterly). As part of our self-audit, we reconcile this report to our internal sales records to ensure all applicable transactions are captured and that the administrative fee (e.g., 1%) is correctly calculated[25]. If any sale was miscoded or missed, we catch it in this reconciliation and include it. This ensures Sourcewell receives the full fee due and that all contract usage is reported (which also indirectly confirms that customers got contract pricing on those, since if they didn't, it wouldn't have been flagged as a Sourcewell sale).<br>Customer Feedback Loop: We consider our customers an important part of verifying compliance. We proactively reach out to select participating entities post-purchase (especially on first orders) to ask, "Did you receive everything as expected, including the pricing and discount per Sourcewell contract?" This not only is good customer service but also serves as a check. If a purchasing agent said "Actually, our invoice didn't reflect the contract discount on one line," that would trigger an immediate investigation and correction. To date, feedback has been positive that all is in order, but we keep that channel open intentionally.<br>Records and Accessibility: We keep organized records of all Sourcewell-related quotes, POs, invoices, and communications. If Sourcewell or an auditor requests to review any transaction, we can quickly retrieve the documentation. Part of our self-audit is verifying that documentation is filed properly and is complete (quote matches PO matches invoice, etc.). This readiness to be audited externally keeps our internal focus sharp.<br>Continuous Improvement: If our self-audit ever uncovers a systematic issue (say, a particular accessory was not in the price list and got sold at list by mistake, or a rep forgot to apply freight terms correctly), we use that finding to improve our processes. For example, we would update our system to include that accessory with contract pricing, and communicate out a notice to all sales team members to prevent recurrence. We view the audit not just as compliance check but as a way to strengthen our contract management practices.<br>Annual Management Review: Senior management (VP of Sales, CFO) reviews the Sourcewell contract performance annually, including compliance metrics. They look at audit findings, if any, and ensure adequate resources are allocated to maintain compliance. This top-down attention underscores its importance within our organization.<br>In summary, Thompson Pump's self-audit program for the Sourcewell contract is thorough and ongoing – from each quote validation to quarterly formal audits, and built-in system safeguards. Our aim is to ensure that every Sourcewell participating entity always gets the correct contract pricing (and thus the proper value), and that Sourcewell receives accurate reports and fees. This disciplined approach minimizes errors and builds trust that Thompson Pump is a reliable, compliant partner under the cooperative agreement. | * |
| 70 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | If awarded a Sourcewell agreement, Thompson Pump will actively monitor several key performance indicators (KPIs) to measure our success and ensure we are meeting both our own business goals and Sourcewell's expectations. Some examples of internal metrics we will track include:<br>Total Sales Volume through the Contract: We will track the cumulative dollar volume of sales under the Sourcewell contract on a monthly, quarterly, and annual basis. This metric is fundamental to gauging the contract's utilization. We'll set targets (for example, a certain percentage increase each year or a specific dollar goal) and monitor progress. Achieving growth in this metric indicates we are successfully marketing the contract and satisfying customers. It's also directly tied to Sourcewell's interest, since higher sales volume | |

| | | | |
|---|---|---|---|
| | | means a higher admin fee return to Sourcewell as well.<br>Number of Participating Entities Served: We will count how many unique Sourcewell participating entities make purchases from us. Our aim is to broaden the user base of the contract. For instance, if in Year 1 we serve 20 agencies and by Year 2 we serve 50, that's a clear success indicator. We will track this by agency type (e.g., cities, counties, education, etc.) and geography to see where we're penetrating. If we notice certain regions or sectors are underrepresented, we can adjust our outreach accordingly. This metric shows contract adoption breadth.<br>Quote-to-Order Conversion Rate (Hit Rate): Internally, we log every quote we issue referencing Sourcewell. We will measure what percentage of those quotes convert into actual orders. A high conversion rate suggests that our pricing is competitive and our value proposition is strong; a lower conversion might indicate need for follow-up or perhaps issues in meeting customer needs. For example, if our hit rate is 70%, that's quite strong – we'd strive to maintain or improve that. We'll also solicit feedback on lost quotes to understand why (maybe a budget issue or they delayed purchase, etc.) as part of continuous improvement.<br>Delivery/Lead Time Performance: We consider on-time delivery as a success metric. We will track the average lead time for fulfilling Sourcewell orders and the percentage of orders delivered by the promised date. Our goal would be something like 95% on-time delivery. If we observe slippage (perhaps due to supply chain issues), we'll take corrective action such as adjusting inventory levels. This metric ensures we are meeting our commitments to Sourcewell members in terms of responsiveness.<br>Customer Satisfaction and Repeat Business: We will use qualitative metrics too, such as customer satisfaction ratings. After each significant delivery, we may send a brief survey or at least log any compliments/complaints. We can quantify this by a satisfaction score or simply track repeat business rate – e.g., how many entities come back and order again. A high repeat rate or positive survey scores (like average 9/10 satisfaction) will indicate success. We'll also track if any Sourcewell member formally registers a complaint and how quickly we resolve it.<br>Marketing and Outreach Activities: Internally, we will measure our efforts to promote the contract – e.g., number of Sourcewell-focused webinars we host, trade show leads related to Sourcewell, website traffic on our Sourcewell info page, etc. These are leading indicators of contract success (they feed into usage). For instance, we might set a metric of reaching out to 100 potential agency customers per quarter with contract info, and track that we did so.<br>Administrative Compliance Metrics: While not "success" in sales terms, it's critical to track metrics like 100% on-time reporting and fee remittance to Sourcewell. We will internally log each quarterly report submission and fee payment date to ensure we hit those deadlines, maintaining a perfect record. This is a measure of our contract management success.<br>Profitability/Margin on Contract Sales: From a business standpoint, we will also track the overall margin we achieve on Sourcewell transactions. Ensuring that the contract is financially sustainable for us is also a measure of success (we want a win-win where customers get great pricing and we still have a healthy business model). If margin dips or is inconsistent, we'd analyze why and adjust cost structures or product mix accordingly. However, we don't compromise service to chase margin – it's just one holistic metric in our dashboard.<br>By monitoring these metrics, Thompson Pump's leadership will have a clear view of how well the Sourcewell contract is performing. We will share pertinent metrics with Sourcewell as requested (like usage numbers, success stories). Additionally, these metrics will guide our strategy – for example, if the number of entities is growing but sales per entity are small, maybe we need to improve cross-selling; or if one region lags, we might do a targeted push there.<br>In summary, our internal scorecard for the contract will feature sales volume, customer count, conversion rates, delivery performance, customer satisfaction, compliance, and financial metrics. Regular reviews of these metrics will ensure we stay on track to maximize the value and success of the partnership between Thompson Pump and Sourcewell. | * |

| | | | |
|---|---|---|---|
| 71 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | Thompson Pump proposes an administrative fee of 2% (two percent) of all sales made under the Sourcewell contract. This fee will be calculated as 2% of the total dollar value of each completed transaction (excluding any taxes or any freight charged separately), if Sourcewell prefers to exclude freight – we will abide by the Master Agreement's definition of reportable sales).<br>This 2% Administration Fee is built into our pricing structure and will not be added as an extra charge to the customer. In other words, when we gave our pricing (25% off MSRP/List, and 12% off MSRP/List), it already accounted for the cost of this fee. We understand Sourcewell uses these funds to support its operations and provide value to the membership, and we are committed to providing this fee on every applicable sale.<br><br>If Sourcewell's standard or preferred fee is different (for instance, if Sourcewell had a standard 1% or 1.5% fee on certain contracts or a flat fee arrangement, etc.), Thompson Pump is open to discussing and aligning with that. However, our understanding from the RFP is that the offer of an administrative fee is typically around 2%. We believe 2% is a fair and competitive rate that helps fund Sourcewell while still allowing us to offer attractive pricing.<br>We confirm that the administrative fee is not separately charged to any participating entity. It is solely a responsibility of Thompson Pump. All our quotes and invoices to customers will be at the agreed product prices; we will internally account for the 2% fee from our proceeds and pay Sourcewell directly.<br>We will pay the fee on time as specified (no later than 30 days after each reporting period's close, as the Master Agreement typically requires). Our finance department has this process well integrated with our sales reporting, so Sourcewell can rely on timely payments.<br>In summary, our proposed admin fee is 2%, and we are fully prepared to fulfill this obligation on all contract sales, providing Sourcewell with a consistent return to support its mission. We value our partnership with Sourcewell and view the admin fee as an investment in that partnership. | * |

### Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|---|---|---|---|
| 72 | The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts. | The discount offered off MSRP/List price is very competitive for government purchases. | * |

### Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

| Line Item | Question | Response * | |
|---|---|---|---|
| 73 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | Thompson Pump offers a comprehensive range of pumping equipment and related solutions under this contract, tailored to meet a variety of municipal and industrial needs. Below is a detailed description of our offerings:<br>Trash/Dewatering Pumps (Wet-Prime and Dry-Prime): These are the backbone of our product line. We manufacture portable centrifugal trash pumps ranging from 2-inch to 18-inch discharge sizes. Our trash pumps are capable of handling high volumes of water with solids (debris, sewage, silt) making them ideal for dewatering construction sites, open pit mines, sewer bypass projects, flood control, and emergency pumping. We offer both wet-priming pumps (where the pump casing needs initial fill) and dry-priming pumps equipped with automatic priming systems (vacuum-assisted or compressor-assisted priming. Dry-prime models (often called "compressor-assisted" pumps) can prime quickly and run unattended, which is a major benefit for municipalities. For instance, our popular 6" and 8" dry-prime trash pumps can move thousands of gallons per minute and pass 3"+ solids, making them suited for sewer bypass jobs. These pumps are typically trailer-mounted for easy towing to job sites and are powered by diesel engines (Tier 4 Final compliant).<br>High-Pressure (Jetting) Pumps: We provide high-head pumps (4-inch and 6-inch primarily) for applications requiring high discharge pressure. These are used for pushing water long distances or to significant elevations, as well as for fire suppression stand-by, water jetting for wellpoint systems, and hydraulic fracturing water supply, etc. Our high-pressure pumps can achieve discharge heads of 300+ feet. They often feature multi-stage impellers or a single high-efficiency impeller design and are typically offered in sound-attenuated enclosures due to higher noise from higher | |

speeds. Many water utilities use these for emergency backup at water plants or for filling elevated tanks.

Sound Attenuated Pumps: We offer sound-attenuated (enclosed) versions of most of our pump models. These units come with acoustic canopies that reduce noise levels dramatically (often 30+ dB reduction), making them suitable for residential or noise-sensitive areas. The enclosure also provides added security and weather protection. For example, our Silent Knight series includes 4" to 12" pumps in enclosure, which allow nighttime work in neighborhoods (like sewer repair bypass) without disturbing residents.

Diaphragm Pumps: For smaller scale dewatering, sludge, or viscous fluid handling, we offer diaphragm pumps (often 3" and 4" sizes). These positive displacement pumps excel at handling muddy slurries, thick liquids, and can run dry without damage. They are perfect for applications like slurrying bentonite, pumping out vaults with heavy silt, or any situation with low flow but high solids. Our diaphragm pumps are typically diesel or gasoline-driven and trailer or skid-mounted portable units.

Hydraulic Power Units & Submersible Pump Heads: We supply hydraulic power packs (diesel-driven hydraulic power units) along with submersible pump heads that can be driven by those hydraulics. The submersible pump heads (available in sizes from 4" to 12") are ideal for situations where suction lift is an issue or there's limited space for a priming pump. You can lower the submersible head into a manhole or excavation, and the surface hydraulic power unit drives it. These are used extensively in sewer bypass (drop-in the manhole) or in quarry/mining pits to get deep water out. The advantage is robust solids-handling and ability to operate in potentially explosive environments (with the power unit at a safe distance).

Wellpoint and Vacuum-Assisted Wellpoint Pumps: We have specialized pumps for wellpoint dewatering systems. Our rotary wellpoint pumps (like the Thompson 12RW series) are designed to continuously handle air and water mixtures drawn from wellpoint dewatering systems without losing prime. These allow contractors to dewater shallow aquifers effectively for excavation projects. We also offer vacuum wellpoint systems – essentially a combination of our pump with a high-capacity vacuum pump and header tank to maintain vacuum on wellpoints. This is a niche but critical solution for construction dewatering.

Permanently Mounted Backup Pumps (Stationary Thompson Pumpss): We provide permanent or semi-permanent pumping systems for lift stations and treatment plants. This includes engine-driven backup pumps mounted at lift stations (to serve as emergency bypass if the submersibles fail or during power outages). These permanently installed units often come with sound enclosures and auto-start controls tied into the station's SCADA. Under this contract, we can furnish those complete packages (pump, engine, controls, and installation). They can be skid-mounted or trailer-mounted depending on the site preference.

Pump Accessories and Related Supplies: We offer a full complement of accessories that are often needed to make the pump operational in the field. This includes suction and discharge hoses in various diameters (lay-flat hoses, rigid pipe, etc.), strainers (foot valves, basket strainers), quick-connect couplings (camlocks, Bauer couplings), fittings (elbows, tees, reducers), and pipe plugs. We also provide fuel tanks (auxiliary extended-run fuel cells), flow meters, and valve sets if needed for sophisticated bypass setups. While these are not stand-alone "solutions," they are part of the complete solution we deliver to ensure the customer can deploy the pump effectively on arrival.

Control Panels and Automation: Our solutions often come integrated with control panels. For example, auto-start panels with floats or transducers for sewage bypass pumping. We also can include telemetry modules so that operators can remotely monitor and control the pumps. These controls can be considered part of our product offering when we provide a pumping system solution.

Used/Refurbished Solutions: On occasion, we may have used or factory-refurbished pumps available (for instance, from our rental fleet prior to 2019, or trade-ins). If applicable under contract, we can offer these at reduced cost as an option for budget-conscious entities. Each used unit we offer would be fully inspected and refurbished by Thompson Pump technicians and come with a warranty. For example, a city might opt for a refurbished 6" pump at ~70% the cost of new – we would list that as a used solution. However, our primary offering is new equipment; used availability is variable. We included this in scope to provide flexibility if it benefits a participating entity.

In summary, the solutions offered through this contract encompass a broad range of pump types and supporting accessories, effectively covering the subcategories of dewatering pumps, trash pumps, high-pressure pumps, submersibles, wellpoint systems, and related supplies that a municipality or agency might need. Whether it's a single portable pump for general use or a complex multi-pump bypass system, Thompson Pump can deliver a solution. All equipment is backed by our engineering support, training, and service (as described elsewhere in this proposal), making each product offering a complete solution package rather than just hardware.

| | | |
|---|---|---|
| 74 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Within the broad category of “Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies,” Thompson Pump’s offerings can be divided into the following subcategories:<br>Portable Trash Pumps (Diesel Centrifugal Pumps): This subcategory covers our wet-prime and dry-prime portable trash pumps used for high-volume dewatering and solids-handling applications. (Examples: 4”–12” trailer-mounted trash pumps for construction dewatering and sewer bypass.)<br>High-Pressure Jetting and Transfer Pumps: This includes our pumps designed for high head or jetting applications, such as high-pressure pumps used for wellpoint systems, firefighting standby, or long-distance water transfer. (Examples: 4” high-head pump systems, 6” jet pumps.)<br>Sound-Attenuated Quiet Pump Systems: Pumps that are factory-equipped with noise suppression enclosures for use in urban or noise-sensitive environments. (Examples: Silent Knight series pumps, any model in a sound-attenuated canopy.)<br>Diaphragm and Positive Displacement Pumps: This subcategory includes our mechanical diaphragm pumps and other positive displacement style pumps for sludges, slurries, and viscous fluids. (Examples: 3” diaphragm mud pump.)<br>Hydraulic Submersible Pump Systems: Pump systems consisting of hydraulic power units and submersible pump heads for specialty dewatering or bypass. (Examples: Thompson hydraulic power pack with 6” submersible pump.)<br>Wellpoint Dewatering Systems: Equipment specifically for wellpoint groundwater dewatering, including rotary wellpoint pumps and vacuum-assisted dewatering systems, plus header pipe and wellpoint accessories. (Examples: 12” rotary wellpoint pump, vacuum priming tank assemblies.)<br>Lift Station Backup Pumps (Stationary Thompson Pumps): Engine-driven pump packages installed at wastewater lift stations or similar facilities as emergency backup or augmenting pumps. (Examples: skid-mounted backup pump with auto-start control at a sewage lift station.)<br>Pump Accessories and Ancillary Equipment: All related accessories, parts, and supplies that support pump operations. (Examples: hoses, fittings, strainers, valves, control panels, flow meters, hose flotation devices, etc.)<br>By listing these subcategory titles, we capture the range of solutions in a way that aligns with how end-users conceptualize their needs. Essentially: 1. Portable Trash Pumps (general dewatering & bypass), 2. High-Pressure Pumps, 3. Quiet/Enclosed Pumps, 4. Diaphragm Pumps, 5. Hydraulic Submersibles, 6. Wellpoint Systems, 7. Permanent Backup Pumps, 8. Accessories & Parts.<br>These subcategories map neatly to the key usage scenarios and product types in our proposal, ensuring that Sourcewell and participating entities can quickly identify the areas that interest them. Thompson Pump can supply solutions in each listed subcategory under the contract. |
| 75 | Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered. | Thompson Pump provides a comprehensive warranty on all new equipment sold, ensuring our customers have peace of mind regarding the reliability of their purchase. Below is a detailed description of our warranty coverage and administration:<br><br>Sourcewell Extended Standard Warranty Term: Our standard warranty for new Thompson Pump-manufactured equipment purchased through the Sourcewell Contract is 24 months from the date of shipment. This warranty covers the entire pump unit and any Thompson-supplied accessories against defects in materials and workmanship. We define startup as either the first use or a formal startup by our technician, but essentially customers get a full year of use under warranty. For certain products or components, longer warranty terms apply: for example, the engines on our pumps carry the engine manufacturer’s warranty, which is often 2 years or more (depending on brand and model, e.g., John Deere or CAT engines might have 2-year/2,000-hour warranties). We pass through any such extended engine warranties. Additionally, if a customer purchases an extended warranty from us (optional), we extend coverage accordingly (for instance, a second year comprehensive warranty can be purchased).<br>Scope of Coverage: Our warranty is all-inclusive on covered defects – meaning it covers parts, labor, and standard travel expenses needed to repair the equipment. Specifically:<br>Parts: If a component fails due to defect (be it an impeller, seal, bearing, engine part, control panel component, etc.), we will provide a new or remanufactured part at no charge. We use genuine Thompson Pump parts or OEM parts for engines.<br>Labor: Thompson Pump (or an authorized service representative/dealer) will perform the repair work free of charge under warranty. This includes diagnostic labor and the repair labor.<br>Technician Travel: We cover the reasonable travel time and mileage for technicians to come on-site to perform warranty repairs. Given our wide service network, typically the nearest authorized service tech handles it, keeping travel minimal. If a piece of equipment is in a very remote location, we coordinate with the customer to possibly bring it to a service point or we may still send a tech – in either case, the customer is not billed for travel expenses as long as it’s related to a legitimate warranty issue. (Our policy is that warranty service will be provided on-site if feasible; otherwise we’ll transport the unit to our facility at our cost.)<br>Geographic Coverage: Our warranty coverage is valid throughout the United States and Canada, and even extends to any location where the unit might be deployed by |

| | | | |
|---|---|---|---|
| | | the original purchaser (for example, if a US agency takes it to a project in another country, we would work to honor warranty possibly via parts shipment or local arrangement). Practically speaking, our network of authorized service centers across North America allows us to service warranty claims anywhere in that region. All fifty states, all Canadian provinces – we have either our own field service or a partner that can respond. Customers in Alaska, Hawaii, or Puerto Rico (for example) will receive warranty support – we might send parts and guide a local mechanic if faster, or send our tech as needed. The key is, no matter where, the customer is not left without support.<br>What's Covered: Manufacturing defects, premature failures of any covered component, workmanship issues are all covered. For example, if a seal fails well before its normal life due to a machining issue, that's covered. If an engine has a hiccup due to a factory defect, covered by engine manufacturer (with our facilitation).<br>What's Not Covered (normal exclusions): Wear and tear from normal use (e.g., wear on impellers due to abrasive pumping over time) is not considered a defect – however, if it's abnormal wear due to a material flaw, it is covered. Misuse, neglect, or improper maintenance by the user are not covered (though we often assist anyway to get them going). Also, things like routine maintenance items (filters, oil changes) are the owner's responsibility outside warranty. We outline these exclusions clearly in our warranty statement to set proper expectations.<br>Warranty Administration Process: If a customer encounters an issue, they contact us (24/7 emergency line if urgent). We typically involve the nearest authorized service provider. That provider will troubleshoot and confirm if the issue is warranty-related. Once confirmed, they will make the repair and handle paperwork with us directly – the customer isn't invoiced for anything in warranty. We have an internal authorization system so the service center gets reimbursed by us for their work. If a part needs to be shipped, we ship it via next-day air in most cases, at our cost. We strive to minimize downtime for the customer.<br>Extended Warranties: We do offer extended warranty plans for purchase, which many Sourcewell members might be interested in for critical equipment. For example, we can extend the comprehensive warranty to 36-60 months (with or without engine coverage, depending on engine OEM options). These extended warranties would cover parts and labor similarly, just for a longer period. If a customer opts for it, the terms are essentially an extension of the same coverage (we often mirror engine extended warranties if they exist, and for pump end we cover accordingly). The cost of such plans is quoted based on equipment value and term.<br><br>Labor and Travel Specifics: To emphasize, yes, our warranty does cover labor and travel costs for warranty repairs, as we know these can be significant. We don't want an agency to avoid calling in an issue for fear of travel charges, so we simply cover it (this is factored into our overhead). If extremely remote travel is required (say a remote Alaskan bush community), we will work out the most efficient solution (maybe flying a part in and guiding local personnel) but if we had to fly a tech via bush plane, that is something we'd undertake after discussion – again the intent is the agency doesn't pay.<br>Geographical Limit Support: On geography, our many dealers in contiguous USA and parts of Canada make it such that service is usually local. For outlying areas like Hawaii, we have partner service companies we contract with as needed to handle issues under our direction (so the user still isn't paying). The contract expects nationwide service and we fulfill that.<br><br>All Products Covered: All products we sell (pumps, accessories that are part of the system, etc.) are under warranty. For third-party accessories (say we provided a non-Thompson brand flow meter), that carries the OEM warranty but we will facilitate any claims within the first year similarly (we take care of contacting OEM and replacing it for the customer).<br><br>In summary, Thompson Pump's warranty is a full-coverage, no-nonsense warranty covering the entire unit (parts/labor/travel) for at least two years everywhere we sell. We administer it in a way that minimizes burden on the customer – we coordinate the fix. This demonstrates our confidence in our product quality and our dedication to customer support post-sale. We'll ensure Sourcewell members experience prompt and hassle-free warranty service, keeping their operations running smoothly. | * |

### Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 76 | Sewer vacuums | ○ Yes<br>◉ No | Thompson Pump does not manufacture or sell truck-mounted sewer vacuum units (i.e., vacuum trucks or trailer vac units for cleaning sewers). Our focus is on pumping equipment for moving liquids. Sewer vacuum trucks (often combination jet/vac trucks) are outside our product line. Participating entities looking for sewer vacuum vehicles would need to source those from a different vendor. Thompson Pump's offerings under this contract are centered on portable pumping systems for bypass and dewatering, not the vacuum vehicles used in sewer cleaning. | * |
| 77 | Sewer Jetters and Rodders | ○ Yes<br>◉ No | We do not produce dedicated sewer jetter machines or rodder machines. While our high-pressure pumps can be components in jetting systems, we do not offer the complete trailer-mounted or truck-mounted jetters (with hose reels, nozzles, etc.) that are used for cleaning sewer lines. Similarly, mechanical rodding equipment is not in our catalog. Agencies requiring sewer line cleaning apparatus would not obtain those through Thompson Pump under this contract. | * |
| 78 | Hydro or Air Excavation Equipment | ○ Yes<br>◉ No | Thompson Pump does not offer hydro-excavation trucks or air excavation units. Those are specialized vacuum excavation systems typically mounted on trucks or trailers with high-pressure water and vacuum tanks. This falls outside our pump manufacturing scope. We focus on pumps for moving water and waste fluids, not the complete excavation rigs. Therefore, we mark "No" for this category. (Our pumps could theoretically supply water to a hydro-excavation system, but we do not sell the excavation system itself. | * |
| 79 | Combination Sewer Cleaning and Hydro-Excavation units | ○ Yes<br>◉ No | We do not provide combination sewer cleaner/hydro-excavation units (such as dual-purpose vacuum trucks that can clean sewers and hydro-dig). As with categories 76-78, this equipment is not part of Thompson Pump's product range. We recommend agencies seeking those combination units consult vendors specializing in vacuum trucks. Thompson Pump's contribution in the sewer maintenance realm is limited to providing bypass pumping during sewer line work, rather than the cleaning equipment. | * |

| | | | | |
|---|---|---|---|---|
| 80 | Dewatering, Mud, Trash, and Centrifugal Pumps | (•) Yes<br>( ) No | Absolutely, this is the core of Thompson Pump's offerings. We provide a wide array of centrifugal pumps for dewatering, including trash pumps (solids-handling pumps), diaphragm mud pumps, and high-volume dewatering pumps. These pumps are available in various sizes and configurations (trailer-mounted, skid-mounted, portable) and are suitable for construction dewatering, flood control, sewage bypass, and moving dirty water or slurries[19]. This category precisely describes our primary product lineup, which is thoroughly detailed in our response (see Section G and our pricing list). All these pumps are included in our Sourcewell proposal. | * |
| 81 | Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities | (•) Yes<br>( ) No | Thompson Pump can supply engine-driven backup pumps and bypass pump systems for lift stations and treatment facilities. While we do not make electric submersible pumps that typically sit inside lift station wet wells, we do offer above-ground pumping solutions to be used at such facilities. For example, our automatic self-priming pumps can be installed as emergency bypass pumps at lift stations or as portable units brought in to handle flow during maintenance[19]. We have provided pumps to sewage treatment plants for backup and to water treatment plants for high-head transfer. In summary, yes, we cover this category through our surface pump systems that assist or replace station pumps when needed. (Clarification: We are not providing vertical turbine or submersible sewage pumps that permanently install inside stations; our provided solution is typically a separate pump unit used in parallel or emergency scenarios.) | * |

| | | | | |
|---|---|---|---|---|
| 82 | Accessories, supplies, and replacement or wear parts related to the offerings above | (•) Yes<br>( ) No | Yes, we offer a full range of accessories and spare parts to support all the pumps we provide[31]. This includes suction and discharge hoses, fittings (couplings, adapters, check valves), strainers, hose floats, wellpoint equipment, gaskets, seals, impellers, wear plates, and engine service parts. Any item that is a wear part or accessory to ensure proper pump operation is available through us. We maintain inventory of common replacement parts for rapid supply. Additionally, we offer related safety and operational supplies (for example, spill containment berms for fueling, or control panel add-ons) associated with pump usage. All such accessories and parts are considered part of our proposal and can be purchased using the contract. (In conclusion, Thompson Pump's proposal excludes vacuum trucks, jetters, and hydro-excavators, but includes a comprehensive selection of pumping equipment and all their related accessories and parts, especially focusing on trash pumps and dewatering pumps which are our specialty.) | * |

### Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 83.** **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ( ) Yes<br>(•) No |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - FY2026-2030 Sourcewell TPM Direct and Municipal Distributor Price Books (DP Edit- Combined 2-17-26).pdf - Tuesday February 17, 2026 14:39:59
- Financial Strength and Stability - Attachment 2 - Financial Strength & Stability - 2026.pdf - Tuesday February 17, 2026 09:49:09
- Marketing Plan/Samples - Attachment 3 - Marketing Plan_Samples.pdf - Tuesday February 17, 2026 09:49:34
- WMBE/MBE/SBE or Related Certificates - Attachment 4- TPM Defined as SBE (KS 1-11-26).pdf - Tuesday February 17, 2026 09:49:52
- Standard Transaction Document Samples - Attachment 6- Standard Transaction Docs (KS- 2026).pdf - Tuesday February 17, 2026 09:50:13
- Requested Exceptions  (optional)
- Upload Additional Document - Attachment 7- Additional Support Docs (DP 1-11-26).pdf - Tuesday February 17, 2026 09:50:46

## Addenda, Terms and Conditions

**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Perry, Municipal Sales Manager , Thompson Pump & Manufacturing Company Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_1_Sewer_Vacuum_RFP_021726**<br>Tue February 3 2026 04:13 PM | ☑ | 1 |

# RFP # 021726
# REQUEST FOR PROPOSALS
# for
# Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

## Proposal Due Date: February 17, 2026, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.

### SOLICITATION SCHEDULE

| | |
|---|---|
| Public Notice of RFP Published: | December 30, 2025 |
| Pre-proposal Conference: | January 22, 2026, 10:00 a.m., Central Time |
| Question Submission Deadline: | February 9, 2026, 4:30 p.m., Central Time |
| **Proposal Due Date:** | **February 17, 2026, 4:30 p.m., Central Time**<br>Late responses will not be considered. |
| Opening: | February 17, 2026, 4:30 p.m., Central Time<br>See RFP Section V.G. "Opening" |

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [Political Subdivision List - Oregon, Utah, and Virginia].

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing

cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

## II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards. Participating Entities are responsible for conducting due diligence and ensuring compliance with state, federal, local laws, and specific funding requirements in consultation with legal counsel.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:
    a. Sewer vacuums;
    b. Sewer jetters and rodders;
    c. Hydro or air excavation equipment;
    d. Combination sewer cleaning and hydro-excavation units;
    e. Dewatering, mud, trash, and centrifugal pumps;
    f. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,

g. Accessories, supplies and replacement or wear parts related to the respondent's offering of solutions in subsections 1. a.- f. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
    a. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723);
    b. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223);
    c. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923);
    d. Public Utility Equipment with Related Accessories and Supplies (RFP #091125);
    e. Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service (RFP #111125)

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

## C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

## D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

## E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD $150M therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

## F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

## G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

## III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

## IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

## V. RFP PROCESS

### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 150 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

## VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;

b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

| | |
|---|---|
| Conformance to RFP Requirements | Pass/Fail |
| Financial Viability and Marketplace Success | 50 |
| Ability to Sell and Deliver Solutions | 150 |
| Marketing Plan | 100 |
| Value Added Attributes | 100 |
| Depth and Breadth of Offered Solutions | 200 |
| Pricing | 400 |
| **TOTAL POINTS** | **1000** |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;

- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

**All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.**

**Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.**

02/03/2026
Addendum No. 1
Solicitation Number: RFP 021726
Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Being international, we get some supply from Europe that is subject to tariffs and exchange rate fluctuation. We need to understand how to price accordingly for fluctuations. Thank you.

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. Each proposer, in its discretion, will determine and articulate the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP. All proposed pricing must be clearly understandable, complete, and fully describe the total cost of acquisition. Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 021726 posted to the Sourcewell Procurement Portal on 02/03/2026, is required at the time of proposal submittal.

Docusign Envelope ID: B0CB0AC2-0349-495F-90C1-05A1B93A8775

Proposal Opening Record

Date of opening: February 17, 2026

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.

The undersigned certify that all responses received on Request for Proposal #021726 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

BBA Pumps, Inc. Submitted Fri Feb 6, 2026 2:20:49 PM
Elgin Sweeper Company dba Vactor Manufacturing, Truvac US Jetting Switch & Go, Westech Submitted Tue Feb 17, 2026 4:04:16 PM
GapVax, Inc. Submitted Fri Feb 13, 2026 11:51:07 AM
Garsite Progress, LLC Submitted Tue Feb 17, 2026 7:18:50 AM
Gradall Industries, Inc. Submitted Mon Feb 16, 2026 9:51:25 AM
Harben, Inc. Submitted Fri Feb 13, 2026 2:47:28 PM
Hazeland Manufacturing, Inc. Submitted Mon Feb 16, 2026 1:43:25 PM
Hi-Vac Corporation Submitted Mon Feb 16, 2026 10:27:55 AM
Holland Pump Company Submitted Mon Feb 16, 2026 3:36:01 PM
Honey Bee Hydrovac, Ltd. Submitted Mon Feb 16, 2026 7:12:18 PM
JACK DOHENY COMPANIES, INC. Submitted Mon Feb 16, 2026 4:18:26 PM
KAISER PREMIER, LLC Submitted Tue Feb 17, 2026 8:55:40 AM
Keith Huber Corporation Submitted Tue Feb 17, 2026 8:16:25 AM
NORMco Pump & Power, LLC Submitted Tue Feb 17, 2026 3:14:58 PM
Power Line Industries, Inc. Submitted Wed Feb 11, 2026 10:19:26 AM
Ring-O-Matic Submitted Mon Feb 16, 2026 3:15:51 PM
Romtec, Inc. Submitted Tue Feb 17, 2026 3:20:50 PM
Sewer Equipment Co. of America Submitted Tue Feb 17, 2026 11:40:52 AM
Super Products, LLC Submitted Tue Feb 10, 2026 7:30:15 AM
Thompson Pump and Manufacturing Company, Inc. Submitted Tue Feb 17, 2026 2:51:28 PM
Truckcorp, LLC Submitted Wed Feb 11, 2026 12:06:03 PM
TSE International, Inc. dba Timberland Equipment Ltd. Submitted Tue Feb 17, 2026 2:36:45 PM

Docusign Envelope ID: B0CB0AC2-0349-495F-90C1-05A1B93A8775

VAC-CON, INC. Submitted Tue Feb 17, 2026 1:32:57 PM
Vermeer Corporation dba Vermeer MV Solutions Submitted Tue Feb 17, 2026 3:53:20 PM
WASTEWATER SOLUTIONS, LLC Submitted, Mon Feb 9, 2026 5:52:28 PM
White's Welding, LLC Submitted Fri Feb 6, 2026 3:38:50 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on February 17, 2026 at 4:30 p.m., CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Julie Riebe
74DB922AE0B4411...

Julie Riebe, NIGP-CPP
Senior Procurement Analyst

DocuSigned by:
Scott Dobereiner
AF205E09437943D...

Scott Dobereiner, CPPO, NIGP-CPP
Procurement Analyst II

Docusign Envelope ID: DE29991B-11DB-8358-8007-B2D37B7DDC72

**COMMENT AND REVIEW**
**to the**
**REQUEST FOR PROPOSAL (RFP) #021726**
**Entitled**

**Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies**

The following advertisement was placed December 30, 2025 in and on the Sourcewell website www.sourcewell-mn.gov , Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, and The New York State Contract Reporter www.nyscr.ny.gov, December 31, 2025 in South Carolina's The State, the Deseret News, the Salt Lake Tribune, and in Oregon's Daily Journal of Commerce, December 30, 2025 and January 6, 2026 in USA Today and The Oklahoman, and Indianapolis Star, January 2, 2026 and January 9, 2026 in the Indiana Business Journal.

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

| | |
|---|---|
| ArTex Truck Center | National Water Services |
| Atlas Greenhouse, LLC | Nelson Sanitation & Rental, Inc. |
| BBA Pumps, Inc. | NEPV LLC |
| Bidr Technologies, Inc. | NORMco Pump & Power, LLC |
| Brandt Tractor | North-Wood Environmental Services, Ltd. |
| Burand, Inc. | Park Line Asphalt Maintenance, Inc. |
| California Customs, LLC | Possible Missions, Inc. |
| Catchall Environmental | Power Line Industries, Inc. |
| COLLIFLOWER, INC. | Prime Vendor, Inc. |

Docusign Envelope ID: DE29991B-11DB-8358-8007-B2D37B7DDC72



| | |
|---|---|
| Construction Association of Nova Scotia | PWXPress |
| DAVTEC MARINE, INC. | Ring-O-Matic |
| Deltek | Romtec, Inc. |
| Dumo Transport Medical Courier Services | Royal Environmental, Inc. |
| Dylan Campbell | Rush Truck Centers of North Carolina, Inc. |
| Edmonton Fasteners & Tools | Russell Chevrolet |
| Elgin Sweeper Company | RXG Nexus, LLC |
| EP RENTS, LLC | Saint Cloud Truck Sales |
| First Fleet Truck Sales | SANTA CRUZ WESTSIDE ELECTRIC, INC. |
| Freight North Carriers | SARAT FORD SALES |
| GapVax, Inc. | SEGO Industrie |
| Garsite Progress, LLC | Sewer Equipment Co. of America |
| GFL Environmental Services Inc. | Socage North America |
| Gradall Industries, Inc. | Solid Waste Systems, Inc. |
| Harben | Structural Metal Fabricators |
| Hazeland Manufacturing, Inc. | Super Products, LLC |
| Hennig Septic service, Ltd | Superior Sewer Services |
| Hi-Vac Corporation | Technology International, Inc. |
| Holland Pump Company | The PlanIT Room |
| Honey Bee Hydrovac Ltd | Thompson Pump and Manufacturing Company, Inc. |
| Hydro-Klean, LLC | Tiffany Raspberry Consulting |
| JACK DOHENY COMPANIES, INC. | Truckcorp, LLC |
| KAISER PREMIER, LLC | TSE International, Inc. |
| Keith Huber Corporation | United Site Services, Inc. |
| Largo Tank And Equipment, Inc. | VAC-CON, INC. |
| MacQueen | Vermeer Corporation |
| Magnum Welding and Construction | WASTEWATER SOLUTIONS, LLC |
| Matcon Construction Services, Inc. | White's Welding, LLC |
| National Water Services | |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on **February 17, 2026, 4:30 p.m., Central Time.** Proposals were received from the following:

BBA Pumps, Inc.
Elgin Sweeper Company dba Vactor Manufacturing, Truvac US Jetting Switch & Go, Westech
GapVax, Inc.
Garsite Progress, LLC
Gradall Industries, Inc.
Harben, Inc.
Hazeland Manufacturing, Inc.
Hi-Vac Corporation
Holland Pump Company
Honey Bee Hydrovac, Ltd.
JACK DOHENY COMPANIES, INC.
KAISER PREMIER, LLC

Docusign Envelope ID: DE29991B-11DB-8358-8007-B2D37B7DDC72



Keith Huber Corporation
NORMco Pump & Power, LLC
Power Line Industries, Inc.
Ring-O-Matic
Romtec, Inc.
Sewer Equipment Co. of America
Super Products, LLC
Thompson Pump and Manufacturing Company, Inc.
Truckcorp, LLC
TSE International, Inc. dba Timberland Equipment Ltd.
VAC-CON, INC.
Vermeer Corporation dba Vermeer MV Solutions
WASTEWATER SOLUTIONS, LLC
White's Welding, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Julie Riebe, NIGP-CPP, Senior Procurement Analyst
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II
Mari Vielma, NIGP-CPP, Procurement Analyst II
Neva Crawford, Procurement Analyst I

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Elgin Sweeper Company, doing business as Vactor Manufacturing, offers an extensive range of sewer cleaners, excavation units, and jetters in various sizes. Its dealer network spans the United States and Canada, providing sales and service support to Sourcewell participating entities. The company's pricing reflects strong discounts from list price on equipment, along with competitive rates for rental units.

GapVax Inc. offers specialty solutions including sewer cleaning, hydro excavation, jetter and rodder along with parts. They maintain a network of authorized dealers and factory-authorized service and repair facilities to serve Sourcewell participating entities throughout the United States and Canada. They are providing sizeable discounts from MSRP on their products.

Gradall Industries, Inc., is under the Vacall brand a manufacturer of sewer vacuum, hydro-excavation, municipal pumping equipment and related heavy equipment. Their dealer network supports Sourcewell participating entities across the Unites States and Canada. They are offering a solid discount from MSRP, with available financing options.

Hi-Vac Corporation has been a global leader in vacuum and environmental cleaning technology for over five decades. Hi-Vac designs and produces their core line of equipment with a nationwide dealer network, they can provide equipment in all 50 states, US Territories, and Canada. They are offering a solid discount off list price to Sourcewell participating entities.

Docusign Envelope ID: DE29991B-11DB-8358-8007-B2D37B7DDC72



Holland Pump Company offers a range of dewatering, mud, trash, and centrifugal pumps. Through its dealer service model, Holland Pump will support Sourcewell participating entities across the United States and Canada. Its pricing proposal includes substantial discounts on equipment and related products.

Ring-O-Matic, Inc., provides a wide range of hydro-excavation equipment, pumps, jetter and rodders along with replacement parts. Their sales and service network can serve Sourcewell participating entities in the United States and Canada. They provide a standard warranty with an option to extend and transferrable. Ring-O-Matic pricing reflects a considerable discount from MSRP for Sourcewell participating entities.

Sewer Equipment Co. of America provides a comprehensive portfolio of sewer vacuum, hydro-excavation, combination units, and related equipment. The Sewer Equipment Co. of America is supported through a network of 22 distributors that provides coverage throughout the United States, Canada, and Mexico, along with technical support. Their pricing reflects substantial discounts off MSRP for Sourcewell participating entities.

Thompson Pump and Manufacturing Company, Inc., is a full-service pump manufacturer and provider of high-quality bypass, dewatering, and general construction pumps. They are recognized as a leading supplier in the U.S. municipal and industrial pump market. Their sales force is structured to provide nationwide coverage in the U.S. (and support in Canada) through a combination of direct company sales representatives and authorized distributor sales personnel. Thompson is offering significant discounts off list price across the categories offered.

Vac-Con, Inc. manufactures jet and vacuum machines in a wide range of configurations and feature combinations, supported by an extensive catalog of supplies and accessories. Its dealer network is prepared to serve Sourcewell participating entities throughout the United States and Canada. The company is offering competitively discounted pricing across product categories and models.

For these reasons, the following awards of Sourcewell **Master Agreement #021726** are recommended:

| | |
|---|---|
| Elgin Sweeper Company dba Vactor Manufacturing | #021726-ELG |
| GapVax, Inc. | #021726-GPV |
| Gradall Industries, Inc. | #021726-GRD |
| Hi-Vac Corporation | #021726-HVC |
| Holland Pump Company | #021726-HLD |
| Ring-O-Matic | #021726-RGO |
| Sewer Equipment Co. of America | #021726-SCA |
| Thompson Pump and Manufacturing Company, Inc. | #021726-TPM |
| VAC-CON, INC. | #021726-VAC |

DocuSigned by:
Julie Riebe
74DB922AE0B4411...

Julie Riebe, NIGP-CPP, Senior Procurement Analyst

DocuSigned by:
Scott Dobereiner
AF205E09437943D...

Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

Docusign Envelope ID: DE29991B-11DB-8358-8007-B2D37B7DDC72



Signed by:
Mari Vielma
7F7AAC327BE54B6...

Mari Vielma, NIGP-CPP, Procurement Analyst II

Signed by:
Neva Crawford
D37D609B50B64E3...

Neva Crawford, Procurement Analyst I

Docusign Envelope ID: DE29991B-11DB-8358-8007-B2D37B7DDC72



**STATEMENT OF COMPLIANCE**

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Deputy Chief Procurement Officer and the accompanying support materials documenting the process followed for **RFP #021726 Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies.**

The Evaluation Committee accepted, deemed responsive, evaluated, and recommended proposals for award to the Deputy Chief Procurement Officer. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.

2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

3. The awards listed were made based on the results of the competitive solicitation process.

4. The awards listed were ratified by the Sourcewell Board of Directors on **July 21, 2026.**

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

Docusign Envelope ID: AC5ED0DF-0180-435D-8615-B6587956A582

**SOURCEWELL**
**STATE OF MINNESOTA**

Member Nagel moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**11/18/2025**

**Resolution No. 2025_32**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Zylka, Thiel, Nagel, Kircher, Dahlberg, Kicker, Barrows, and Pfeiffer

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...

**Clerk to the Board of Directors**

Docusign Envelope ID: AC5ED0DF-0180-435D-8615-B6587956A582

**APPENDIX A**

**SOURCEWELL PROCUREMENT DEPARTMENT**

**BOARD ITEMS - November 18, 2025**

CONSENT AGENDA ITEMS

**Requesting Board permission to Solicit the following categories:**

- Fencing Solutions with Related Products and Services
- Pool Chemicals and Equipment with Related Services

**Requesting Board permission to Re-Solicit the following categories:**

- Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

CONSENT AGENDA ITEMS

**NEW CONTRACTS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| American Ramp Company, Inc. | 090425-ARC | Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services |
| Artisan Concrete Services Ind. dba Artisan Skateparks | 090425-ART | Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services |
| California Skateparks | 090425-CAS | Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services |
| New Line Skateparks FL, Inc. | 090425-NLS | Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services |
| Spohn Ranch, Inc. | 090425-SRI | Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services |
| ASH North America, Inc. dba Aebi Schmidt North America | 062425-AEB | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| Bucher Municipal North America | 062425-BUC | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| Curbtender, Inc. | 062425-CRB | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| Elgin Sweeper Company (a Division of Federal Signal Corp.) | 062425-ELG | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| Exprolink, Inc. | 062425-EXP | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| FAYAT Cleantech Americas, LLC dba FAYAT Environmental Solutions America | 062425-FAY | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| Global Environmental Products, Inc. | 062425-GEP | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| ODRA, LLC dba ODRA Road Sweepers | 062425-ODRA | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| Schwarze Industries, LLC/DuCo, LLC | 062425-SWZ | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| Truckcorp, LLC | 062425-TRK | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| TYMCO, Inc. | 062425-TYM | Street and Specialty Sweepers with Related Equipment, Accessories and Supplies |
| ICON Shelter Systems, Inc. | 092325-ICON | Open Air Structures with Related Equipment and Services |
| Poligon by PorterCorp | 092325-PPC | Open Air Structures with Related Equipment and Services |
| RCP Shelters, Inc. | 092325-RCP | Open Air Structures with Related Equipment and Services |
| Romtec, Inc. | 092325-RMT | Open Air Structures with Related Equipment and Services |

**CONTRACT EXTENSIONS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| Charles Machine Works/Ditch Witch | 110421-CMW | Public Utility Equipment with Related Accessories and Supplies |
| Vermeer Corp. | 110421-VRM | Public Utility Equipment with Related Accessories and Supplies |
| Versalift, A Time Manufacturing Company | 110421-TIM | Public Utility Equipment with Related Accessories and Supplies |
| Caterpillar, Inc. | 092222-CAT | Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services |

**NEW IDIQ CONTRACTS**

| Company Name | Contract Number | Region - Type of Work |
|---|---|---|
| None | | |

**IDIQ CONTRACT EXTENSIONS**

| Company Name | Contract Number | |
|---|---|---|
| ABM Building Solutions, LLC | CA-R3-HVAC-101723-ABL | |
| ABM Building Solutions, LLC | CA-R4-HVAC-101723-ABL | |
| ABM Building Solutions, LLC | CA-R5-HVAC-101723-ABL | |
| ABM Building Solutions, LLC | CA-R6-HVAC-101723-ABL | |
| ABM Building Solutions, LLC | CA-R8-HVAC-101723-ABL | |
| ABM Building Solutions, LLC | CA-R9-HVAC-101723-ABL | |
| ABM Electrical & Lighting Solutions, Inc. | CA-R3-E-101723-AEL | |

Docusign Envelope ID: AC5ED0DF-0180-435D-8615-B6587956A582



| | | |
|---|---|---|
| ABM Electrical & Lighting Solutions, Inc. | CA-R4-E-101723-AEL | |
| ABM Electrical & Lighting Solutions, Inc. | CA-R5-E-101723-AEL | |
| ABM Electrical & Lighting Solutions, Inc. | CA-R6-E-101723-AEL | |
| ABM Electrical & Lighting Solutions, Inc. | CA-R8-E-101723-AEL | |
| ABM Electrical & Lighting Solutions, Inc. | CA-R9-E-101723-AEL | |
| Accurate Construction Company, Inc. | CA-R8-GB-101723-ACC | |
| Alco Building Solutions | CA-R10-E-101723-ABU | |
| Alco Building Solutions | CA-R10-GB-101723-ABU | |
| Alco Building Solutions | CA-R1-E-101723-ABU | |
| Alco Building Solutions | CA-R1-GB-101723-ABU | |
| Alco Building Solutions | CA-R2-E-101723-ABU | |
| Alco Building Solutions | CA-R2-GB-101723-ABU | |
| Alco Building Solutions | CA-R3-E-101723-ABU | |
| Alco Building Solutions | CA-R3-GB-101723-ABU | |
| Alco Building Solutions | CA-R4-E-101723-ABU | |
| Alco Building Solutions | CA-R4-GB-101723-ABU | |
| Alco Building Solutions | CA-R5-E-101723-ABU | |
| Alco Building Solutions | CA-R7-E-101723-ABU | |
| Alco Building Solutions | CA-R8-E-101723-ABU | |
| Alco Building Solutions | CA-R8-GB-101723-ABU | |
| Alco Building Solutions | CA-R9-S-101723-ABU | |
| All Source Company Building Group | CA-R9-F-101723-ALS | |
| All Source Company Building Group | CA-R9-GB-101723-ASC | |
| All Source Company Building Group | CA-R9-P-101723-ASC | |
| AME Builders, Inc. | CA-R8-RW-101723-ABI | |
| AMTEK Construction | CA-R8-E-101723-ATK | |
| Angeles Contractor, Inc. | CA-R4-GB-101723-ACI | |
| Angeles Contractor, Inc. | CA-R4-PAV-101723-ACI | |
| Angeles Contractor, Inc. | CA-R5-RW-101723-ACI | |
| Angeles Contractor, Inc. | CA-R6-E-101723-ACI | |
| Angeles Contractor, Inc. | CA-R6-GB-101723-ACI | |
| Angeles Contractor, Inc. | CA-R6-PAV-101723-ACI | |
| Angeles Contractor, Inc. | CA-R6-RW-101723-ACI | |
| Angeles Contractor, Inc. | CA-R7-E-101723-ACI | |
| Angeles Contractor, Inc. | CA-R7-F-101723-ACI | |
| Angeles Contractor, Inc. | CA-R7-PAV-101723-ACI | |
| Angeles Contractor, Inc. | CA-R7-RW-101723-ACI | |
| Angeles Contractor, Inc. | CA-R8-E-101723-ACI | |
| Angeles Contractor, Inc. | CA-R8-F-101723-ACI | |
| Angeles Contractor, Inc. | CA-R8-GB-101723-ACI | |
| Angeles Contractor, Inc. | CA-R8-PAV-101723-ACI | |
| Angeles Contractor, Inc. | CA-R8-RW-101723-ACI | |
| Angeles Contractor, Inc. | CA-R9-E-101723-ACI | |
| Angeles Contractor, Inc. | CA-R9-F-101723-ACI | |
| Angeles Contractor, Inc. | CA-R9-PAV-101723-ACI | |
| Angeles Contractor, Inc. | CA-R9-RW-101723-ACI | |
| Ausonio, Inc. | CA-R6-GB-101723-AUS | |
| California Coast Carpet & Flooring | CA-R8-F-101723-CCF | |
| CORE West, Inc. | CA-R10-GB-101723-CRW | |
| CORE West, Inc. | CA-R1-GB-101723-CRW | |
| CORE West, Inc. | CA-R2-GB-101723-CRW | |
| CORE West, Inc. | CA-R3-GB-101723-CRW | |
| CORE West, Inc. | CA-R4-GB-101723-CRW | |
| CORE West, Inc. | CA-R5-GB-101723-CRW | |
| CORE West, Inc. | CA-R8-GB-101723-CRW | |
| CORE West, Inc. | CA-R9-GB-101723-CRW | |
| Durham Construction Company, Inc. | CA-R5-GB-101723-DCC | |
| Elegant Construction, Inc. | CA-R8-GB-101723-ECI | |
| Grondin Construction, Inc. | CA-R8-GB-101723-GCI | |
| Grondin Construction, Inc. | CA-R8-P-101723-GCI | |
| Grondin Construction, Inc. | CA-R9-GB-101723-GCI | |
| Grondin Construction, Inc. | CA-R9-P-101723-GCI | |
| Harry H. Joh Construction, Inc. | CA-R7-E-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R7-GB-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R7-HVAC-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R7-P-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R8-E-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R8-GB-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R8-HVAC-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R8-P-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R9-E-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R9-GB-101723-HJC | |
| Harry H. Joh Construction, Inc. | CA-R9-HVAC-101723-HJC | |
| Horizons Construction Co. Int'l, Inc. | CA-R10-P-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R5-PAV-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R6-PAV-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R7-F-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R7-P-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R7-PAV-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R8-F-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R8-GB-101723-HRZ | |

Docusign Envelope ID: AC5ED0DF-0180-435D-8615-B6587956A582



| | | |
|---|---|---|
| Horizons Construction Co. Int'l, Inc. | CA-R8-P-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R8-PAV-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R8-PLUM-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R9-F-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R9-GB-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R9-PAV-101723-HRZ | |
| Horizons Construction Co. Int'l, Inc. | CA-R9-PLUM-101723-HRZ | |
| J & H Engineering General Contractors, Inc. | CA-R7-PAV-101723-JHE | |
| LDCo., Inc. | CA-R8-GB-101723-LDC | |
| LDCo., Inc. | CA-R8-P-101723-LDC | |
| LDCo., Inc. | CA-R9-GB-101723-LDC | |
| Mackone Development Inc | CA-R8-GB-101723-MDI | |
| MDJ Management, LLC | CA-R7-GB-101723-MDJ | |
| MDJ Management, LLC | CA-R8-GB-101723-MDJ | |
| Mesa Energy Systems | CA-R10-HVAC-101723-MSA | |
| Mesa Energy Systems | CA-R5-HVAC-101723-MSA | |
| Mesa Energy Systems | CA-R7-HVAC-101723-MSA | |
| Mesa Energy Systems | CA-R8-HVAC-101723-MSA | |
| Mesa Energy Systems | CA-R9-HVAC-101723-MSA | |
| Newton Construction & Management, Inc. | CA-R5-GB-101723-NCM | |
| Newton Construction & Management, Inc. | CA-R6-GB-101723-NCM | |
| Newton Construction & Management, Inc. | CA-R7-GB-101723-NCM | |
| North Star Construction & Engineering, Inc. | CA-R3-PAV-101723-NSC | |
| Pacific Building Group | CA-R9-GB-101723-PBG | |
| QUINCON, INC. | CA-R10-GB-101723-QUI | |
| QUINCON, INC. | CA-R4-GB-101723-QUI | |
| QUINCON, INC. | CA-R5-GB-101723-QUI | |
| QUINCON, INC. | CA-R6-GB-101723-QUI | |
| QUINCON, INC. | CA-R7-GB-101723-QUI | |
| QUINCON, INC. | CA-R8-GB-101723-QUI | |
| Rite-Way Roof Corporation | CA-R7-RW-101723-RWR | |
| Rite-Way Roof Corporation | CA-R8-RW-101723-RWR | |
| Rite-Way Roof Corporation | CA-R9-RW-101723-RWR | |
| SJD&B, Inc. | CA-R7-RW-101723-SJD | |
| SJD&B, Inc. | CA-R8-GB-101723-SJD | |
| SJD&B, Inc. | CA-R8-PAV-101723-SJD | |
| SJD&B, Inc. | CA-R8-RW-101723-SJD | |
| Staples Construction Company | CA-R4-GB-101723-STA | |
| Terra West Construction, Inc. | CA-R5-PAV-101723-TWC | |
| Vincor Construction, Inc. | CA-R8-GB-101723-VCI | |
| Vincor Construction, Inc. | CA-R9-GB-101723-VCI | |
| Wildscape Restoration Inc., dba Urban Greening | CA-R7-L-101723-WLD | |
| World Wide Construction | CA-R8-GB-101723-WWC | |
| Wyatt Trapp, Inc. | CA-R8-GB-101723-WYT | |
| Vortex Construction | CA-R10-GB-101723-VTX | |
| Vortex Construction | CA-R10-RW-101723-VTX | |
| Vortex Construction | CA-R5-GB-101723-VTX | |
| Vortex Construction | CA-R5-RW-101723-VTX | |
| Vortex Construction | CA-R6-GB-101723-VTX | |
| Vortex Construction | CA-R6-RW-101723-VTX | |
| Vortex Construction | CA-R7-GB-101723-VTX | |
| Vortex Construction | CA-R7-RW-101723-VTX | |
| Vortex Construction | CA-R8-RW-101723-VTX | |

Docusign Envelope ID: 96BAED4E-8FDD-8149-8118-EC5421B2B60A

**SOURCEWELL**
**STATE OF MINNESOTA**

Member Zylka moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**7/21/2026**

**Resolution No. 2026_18**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)
Zylka, Thiel, Nagel, Kircher, Dahlberg, Kicker, and Pfeiffer
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D0F88D140B...
**Clerk to the Board of Directors**

Docusign Envelope ID: 96BAED4E-8FDD-8149-8118-EC5421B2B60A

**APPENDIX A**

**SOURCEWELL PROCUREMENT DEPARTMENT**
**BOARD ITEMS - July 21, 2026**

CONSENT AGENDA ITEMS

**Requesting Board permission to Solicit the following categories:**

AscendRural Innovation Challenge: Bridging Distance to Care & Services

**Requesting Board permission to Re-Solicit the following categories:**

Unified Communication and Contact Center Solutions

Portable Construction Equipment with Related Accessories and Attachments

Turf and Athletic Surfacing Solutions with Related Equipment, Materials, and Supplies

**NEW CONTRACTS**

CONSENT AGENDA ITEMS

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| Alamo Group (USA), Inc. | 033126-AGI | Snow and Ice Handling Equipment, Supplies and Accessories |
| ASH North America, Inc. dba Aebi-Schmidt North America | 033126-AEB | Snow and Ice Handling Equipment, Supplies and Accessories |
| Bonnell Industries, Inc. | 033126-BNL | Snow and Ice Handling Equipment, Supplies and Accessories |
| Buyers Products Company, Inc. | 033126-BPC | Snow and Ice Handling Equipment, Supplies and Accessories |
| Cives Corporation dba Viking-Cives Group | 033126-VCM | Snow and Ice Handling Equipment, Supplies and Accessories |
| Douglas Dynamics, LLC | 033126-DDY | Snow and Ice Handling Equipment, Supplies and Accessories |
| Fair Manufacturing, Inc. | 033126-FAM | Snow and Ice Handling Equipment, Supplies and Accessories |
| Henderson Products, Inc. | 033126-HPI | Snow and Ice Handling Equipment, Supplies and Accessories |
| J.A. Larue, Inc. | 033126-JAL | Snow and Ice Handling Equipment, Supplies and Accessories |
| Virnig Manufacturing, Inc. | 033126-VNG | Snow and Ice Handling Equipment, Supplies and Accessories |
| Winter Equipment Company, Inc. | 033126-WEC | Snow and Ice Handling Equipment, Supplies and Accessories |
| GapVax, Inc. | 021726-GPV | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Gradall Industries, Inc. | 021726-GRD | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Hi-Vac Corporation | 021726-HVC | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Holland Pump Company | 021726-HLD | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Ring-O-Matic, LLC | 021726-RGO | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Sewer Equipment Co. of America | 021726-SCA | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Thompson Pump and Manufacturing Company, Inc. | 021726-TPM | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Vac-Con, Inc. | 021726-VAC | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Vactor Manufacturing dba Elgin Sweeper Company | 021726-ELG | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Chef's Depot, Inc., dba Culinary Depot | 040726-CULD | Commercial Kitchen Equipment with Related Supplies and Services |
| Cook's Direct, Inc. | 040726-COK | Commercial Kitchen Equipment with Related Supplies and Services |
| Gator Chef, LLC | 040726-GATR | Commercial Kitchen Equipment with Related Supplies and Services |
| Stafford-Smith, Inc. | 040726-STF | Commercial Kitchen Equipment with Related Supplies and Services |
| Strategic Equipment, LLC, dba TriMark USA | 040726-SES | Commercial Kitchen Equipment with Related Supplies and Services |
| ACCEO Solutions, Inc., dba Gtechna USA Corp. | 042126-GTE | Parking Management Systems with Related Equipment, Supplies and Services |
| Designa Access Corporation | 042126-DESI | Parking Management Systems with Related Equipment, Supplies and Services |
| FlashParking, Inc. | 042126-FLASH | Parking Management Systems with Related Equipment, Supplies and Services |

Docusign Envelope ID: 96BAED4E-8FDD-8149-8118-EC5421B2B60A



| | | |
|---|---|---|
| Flowbird America Inc. dba Parkeon, Inc. | 042126-FLOW | Parking Management Systems with Related Equipment, Supplies and Services |
| HonkMobile USA, Ltd. | 042126-HONK | Parking Management Systems with Related Equipment, Supplies and Services |
| Precise ParkLink, Inc. | 042126-PPL | Parking Management Systems with Related Equipment, Supplies and Services |
| T2 Systems, Inc. | 042126-TSI | Parking Management Systems with Related Equipment, Supplies and Services |
| Galls, LLC | 051226-GAL | Catalog Solutions for Public Safety, Rescue, and Emergency Management Equipment, Tools and Supplies |
| MSC Industrial Supply dba Sid Tool Co., Inc. | 051226-MSI | Catalog Solutions for Public Safety, Rescue, and Emergency Management Equipment, Tools and Supplies |
| Safeware, Inc. | 051226-SAF | Catalog Solutions for Public Safety, Rescue, and Emergency Management Equipment, Tools and Supplies |
| W.W. Grainger, Inc. | 051226-WWG | Catalog Solutions for Public Safety, Rescue, and Emergency Management Equipment, Tools and Supplies |
| **CONTRACT EXTENSIONS** | | |
| **Supplier Name** | **Contract Number** | **Solicitation Title** |
| Axon Enterprise | 092722-AXN | Conducted Energy Weapons, Less Lethal Equipment, and Related Accessories |
| Little Falls Machine | 062222-LFM | Snow and Ice Handling Equipment, Supplies and Accessories |
| FINN Corporation | 070821-FNN | Road Right-of-Way Maintenance Equipment |
| **NEW IDIQ CONTRACTS** | | |
| **Company Name** | **Contract Number** | **Region - Type of Work** |
| None | | |
| **IDIQ CONTRACT EXTENSIONS** | | |
| **Company Name** | **Contract Number** | |
| ACCO Engineered Systems, Inc. | TX-R5-HVAC-52124-AES | |
| ACCO Engineered Systems, Inc. | TX-R2-HVAC-052124-AES | |
| Acumen Enterprises, Inc. | TX-R2-PLUM-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R2-HVAC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R2-GC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R3-PLUM-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R3-HVAC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R3-GC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R5-HVAC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R4-PLUM-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R4-HVAC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R4-GC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R5-PLUM-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R5-GC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R6-PLUM-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R6-HVAC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R6-GC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R1-PLUM-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R1-HVAC-052124-ACU | |
| Acumen Enterprises, Inc. | TX-R1-GC-052124-ACU | |
| Amstar, Inc. | TX-R2-GC-052124-AMS | |
| Amstar, Inc. | TX-R3-GC-052124-AMS | |
| Amstar, Inc. | TX-R5-GC-052124-AMS | |
| Amstar, Inc. | TX-R4-GC-052124-AMS | |
| Amstar, Inc. | TX-R6-GC-052124-AMS | |
| Amstar, Inc. | TX-R1-GC-052124-AMS | |
| Basic IDIQ, Inc. | TX-R2-GC-052124-BII | |
| Basic IDIQ, Inc. | TX-R3-GC-052124-BII | |
| Basic IDIQ, Inc. | TX-R5-GC-052124-BII | |
| Basic IDIQ, Inc. | TX-R4-GC-052124-BII | |
| Basic IDIQ, Inc. | TX-R6-GC-052124-BII | |
| Basic IDIQ, Inc. | TX-R1-GC-052124-BII | |
| Champion Flooring | TX-R6-F-052124-CFL | |
| Champion Flooring | TX-R5-F-052124-CFL | |
| Champion Flooring | TX-R4-F-052124-CFL | |
| Champion Flooring | TX-R3-F-052124-CFL | |
| Champion Flooring | TX-R2-F-052124-CFL | |
| Champion Flooring | TX-R1-F-052124-CFL | |
| CORE Construction Services of Texas, Inc. | TX-R6-GC-052124-CCT | |
| CORE Construction Services of Texas, Inc. | TX-R2-GC-052124-CCT | |

Docusign Envelope ID: 96BAED4E-8FDD-8149-8118-EC5421B2B60A



| | | |
|---|---|---|
| CORE Construction Services of Texas, Inc. | TX-R3-GC-052124-CCT | |
| CORE Construction Services of Texas, Inc. | TX-R5-GC-052124-CCT | |
| CORE Construction Services of Texas, Inc. | TX-R1-GC-052124-CCT | |
| Cosmo Electric Services | TX-R1-E-052124-COS | |
| Dardon Construction, Inc. | TX-R6-RW-052124-DDO | |
| Dardon Construction, Inc. | TX-R3-RW-052124-DDO | |
| Dardon Construction, Inc. | TX-R1-RW-052124-DDO | |
| Freedom Construction-a series of tFg Companies, LLC | TX-R3-GC-052124-FRC | |
| G2 General Contractors | TX-R4-GC-052124-GGC | |
| G2 General Contractors | TX-R3-MR-052124-GGC | |
| G2 General Contractors | TX-R3-F-052124-GGC | |
| G2 General Contractors | TX-R3-P-052124-GGC | |
| G2 General Contractors | TX-R3-GC-052124-GGC | |
| G2 General Contractors | TX-R2-MR-052124-GGC | |
| G2 General Contractors | TX-R2-F-052124-GGC | |
| G2 General Contractors | TX-R2-P-052124-GGC | |
| G2 General Contractors | TX-R2-GC-052124-GGC | |
| G2 General Contractors | TX-R1-MR-052124-GGC | |
| G2 General Contractors | TX-R1-F-052124-GGC | |
| G2 General Contractors | TX-R1-P-052124-GGC | |
| G2 General Contractors | TX-R1-GC-052124-GGC | |
| G2 General Contractors | TX-R6-MR-052124-GGC | |
| G2 General Contractors | TX-R6-F-052124-GGC | |
| G2 General Contractors | TX-R6-P-052124-GGC | |
| G2 General Contractors | TX-R6-GC-052124-GGC | |
| G2 General Contractors | TX-R5-MR-052124-GGC | |
| G2 General Contractors | TX-R5-F-052124-GGC | |
| G2 General Contractors | TX-R5-P-052124-GGC | |
| G2 General Contractors | TX-R5-GC-052124-GGC | |
| G2 General Contractors | TX-R4-MR-052124-GGC | |
| G2 General Contractors | TX-R4-F-052124-GGC | |
| G2 General Contractors | TX-R4-P-052124-GGC | |
| Gomez Floor Covering, Inc. dba GFC Contracting | TX-R3-F-052124-GFC | |
| Gomez Floor Covering, Inc. dba GFC Contracting | TX-R3-P-052124-GFC | |
| Gomez Floor Covering, Inc. dba GFC Contracting | TX-R3-GC-052124-GFC | |
| Gomez Floor Covering, Inc. dba GFC Contracting | TX-R3-MR-052124-GFC | |
| Gomez Floor Covering, Inc. dba GFC Contracting | TX-R1-MR-052124-GFC | |
| Gomez Floor Covering, Inc. dba GFC Contracting | TX-R1-F-052124-GFC | |
| Gomez Floor Covering, Inc. dba GFC Contracting | TX-R1-P-052124-GFC | |
| Gomez Floor Covering, Inc. dba GFC Contracting | TX-R1-GC-052124-GFC | |
| HCR Construction, Inc. | TX-R6-GC-052124-HCR | |
| HCR Construction, Inc. | TX-R2-GC-052124-HCR | |
| HCR Construction, Inc. | TX-R4-GC-052124-HCR | |
| HCR Construction, Inc. | TX-R3-GC-052124-HCR | |
| HCR Construction, Inc. | TX-R5-GC-052124-HCR | |
| HCR Construction, Inc. | TX-R1-GC-052124-HCR | |
| J & K Project Management Consultants, LLC | TX-R3-GC-052124-JKP | |
| JK Dennard Construction, LLC | TX-R4-GC-052124-JKD | |
| Johnson-Laux Construction, LLC | TX-R6-GC-052124-JLC | |
| Johnson-Laux Construction, LLC | TX-R5-GC-052124-JLC | |
| Johnson-Laux Construction, LLC | TX-R4-GC-052124-JLC | |
| Johnson-Laux Construction, LLC | TX-R3-GC-052124-JLC | |
| Johnson-Laux Construction, LLC | TX-R2-GC-052124-JLC | |
| Johnson-Laux Construction, LLC | TX-R1-GC-052124-JLC | |
| Lee Construction and Maintenance Company | TX-R6-GC-052124-LCM | |
| Lee Construction and Maintenance Company | TX-R5-GC-052124-LCM | |
| Lee Construction and Maintenance Company | TX-R4-GC-052124-LCM | |
| Lee Construction and Maintenance Company | TX-R3-GC-052124-LCM | |
| Lee Construction and Maintenance Company | TX-R2-MR-052124-LCM | |
| Lee Construction and Maintenance Company | TX-R2-F-052124-LCM | |
| Lee Construction and Maintenance Company | TX-R2-P-052124-LCM | |
| Lee Construction and Maintenance Company | TX-R2-GC-052124-LCM | |
| Lee Construction and Maintenance Company | TX-R1-GC-052124-LCM | |
| Lopez and Son's, Inc. | TX-R6-GC-052124-LOP | |
| Lopez and Son's, Inc. | TX-R2-GC-052124-LOP | |
| Lopez and Son's, Inc. | TX-R4-GC-052124-LOP | |
| Lopez and Son's, Inc. | TX-R3-GC-052124-LOP | |
| Mid-Tex of Midland, Inc. | TX-R6-F-052124-MTOM | |

Docusign Envelope ID: 96BAED4E-8FDD-8149-8118-EC5421B2B60A



| | | |
|---|---|---|
| Mid-Tex of Midland, Inc. | TX-R6-P-052124-MTOM | |
| Mid-Tex of Midland, Inc. | TX-R6-GC-052124-MTOM | |
| Mid-Tex of Midland, Inc. | TX-R4-F-052124-MTOM | |
| Mid-Tex of Midland, Inc. | TX-R4-P-052124-MTOM | |
| Mid-Tex of Midland, Inc. | TX-R4-GC-052124-MTOM | |
| Mid-Tex of Midland, Inc. | TX-R1-F-052124-MTOM | |
| Mid-Tex of Midland, Inc. | TX-R1-P-052124-MTOM | |
| Mid-Tex of Midland, Inc. | TX-R1-GC-052124-MTOM | |
| Nash Industries, Inc | TX-R3-GC-052124-NASH | |
| Nash Industries, Inc | TX-R2-GC-052124-NASH | |
| Nash Industries, Inc | TX-R1-GC-052124-NASH | |
| Post L Group, LLC | TX-R1-GC-052124-POST | |
| Post L Group, LLC | TX-R2-GC-052124-POST | |
| Post L Group, LLC | TX-R3-GC-052124-POST | |
| SDB, Inc. | TX-R6-GC-052124-SDB | |
| SDB, Inc. | TX-R1-GC-052124-SDB | |
| SDB, Inc. | TX-R2-GC-052124-SDB | |
| SDB, Inc. | TX-R4-GC-052124-SDB | |
| SDB, Inc. | TX-R3-GC-052124-SDB | |
| SDB, Inc. | TX-R5-GC-052124-SDB | |
| Staples Construction Company | TX-R4-GC-052124-STA | |
| Staples Construction Company | TX-R3-GC-052124-STA | |
| Structured Construction, LLC | TX-R3-GC-052124-SCL | |
| Sullivan Contracting Services | TX-R3-GC-052124-SUL | |
| Sullivan Contracting Services | TX-R1-GC-052124-SUL | |
| Teinert Construction | TX-R4-GC-052124-TCB | |
| Teinert Construction | TX-R3-GC-052124-TCB | |
| The Polote Corporation | TX-R6-GC-052124-TPC | |
| The Polote Corporation | TX-R1-GC-052124-TPC | |
| The Polote Corporation | TX-R2-GC-052124-TPC | |
| The Polote Corporation | TX-R4-GC-052124-TPC | |
| The Polote Corporation | TX-R3-GC-052124-TPC | |
| The Polote Corporation | TX-R5-GC-052124-TPC | |
| Tri-State General Contracting Group, Inc. | TX-R4-GC-052124-JRT | |
| Veliz Company, LLC | TX-R6-GC-052124-VCL | |
| Veliz Company, LLC | TX-R1-MR-052124-VCL | |
| Veliz Company, LLC | TX-R1-F-052124-VCL | |
| Veliz Company, LLC | TX-R1-P-052124-VCL | |
| Veliz Company, LLC | TX-R1-PAC-052124-VCL | |
| Veliz Company, LLC | TX-R1-GC-052124-VCL | |
| Veliz Company, LLC | TX-R3-MR-052124-VCL | |
| Veliz Company, LLC | TX-R3-F-052124-VCL | |
| Veliz Company, LLC | TX-R3-P-052124-VCL | |
| Veliz Company, LLC | TX-R3-PAC-052124-VCL | |
| Veliz Company, LLC | TX-R3-GC-052124-VCL | |
| Veliz Company, LLC | TX-R5-MR-052124-VCL | |
| Veliz Company, LLC | TX-R5-F-052124-VCL | |
| Veliz Company, LLC | TX-R5-P-052124-VCL | |
| Veliz Company, LLC | TX-R5-PAC-052124-VCL | |
| Veliz Company, LLC | TX-R5-GC-052124-VCL | |
| Veliz Company, LLC | TX-R6-MR-052124-VCL | |
| Veliz Company, LLC | TX-R6-F-052124-VCL | |
| Veliz Company, LLC | TX-R6-P-052124-VCL | |
| Veliz Company, LLC | TX-R6-PAC-052124-VCL | |
| WWRC, Inc. | TX-R4-F-052124-WRI | |
| WWRC, Inc. | TX-R4-HVAC-052124-WRI | |
| WWRC, Inc. | TX-R4-RW-052124-WRI | |
| WWRC, Inc. | TX-R4-GC-052124-WRI | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-R6-GC-052124-FHP | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-R2-GC-052124-FHP | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-R3-GC-052124-FHP | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-R4-GC-052124-FHP | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-R5-GC-052124-FHP | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | TX-R1-GC-052124-FHP | |

The
New York State
Contract Reporter

NYSCR.ny.gov

*NYS' official source of contracting opportunities*
*Bringing business and government together*

This document printed
Tuesday, December 30, 2025

# Contracting Opportunity

Central Time

**Title:** Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies
**Agency:** Sourcewell
**CR#:** 2129857
**Contract Number:** 021726
**Contract Term:** 4 years
**Issue date:** 12/30/2025
**Due date:** 02/17/2026 04:30 PM
**Location:** State-wide
**Category:**
- Construction Horizontal: Highways & Roadways; Maintenance, Repair & New Construction - Commodities
- Construction Horizontal: Highways & Roadways; Maintenance, Repair & New Construction - Construction **(primary)**
- Utilities & Green Energies - Commodities
- Utilities & Green Energies - Construction

**Ad type:** General

**Out-of-State:** ! These goods or services have been purchased from an out-of-state/foreign vendor in the past 3 years.
**Entered by:** Tara Wolff
**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal

[https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.

---

**Business enterprises awarded an identical or substantially similar procurement contract within the past five years:**

GapVax
Holland Pump
Ring-O-Matic
Sewer Equipment
Super Products LLC
Thompson Pump
Vac-Con, Inc.
Vacall Industries
Vactor Manufacturing

---

## Contact Information

**Primary contact:** Sourcewell
Procurement Department
Tara Wolff
Deputy Chief Procurement Officer
202 12th Street NE
Staples, Minnesota 56479
United States
(ph) 877-585-9705
rfpads@sourcewell-mn.gov

**Submission contact:** Sourcewell
Procurement Department
Tara Wolff
Deputy Chief Procurement Officer
202 12th Street NE
Staples, Minnesota 56479
United States
(ph) 877-585-9705
rfpads@sourcewell-mn.gov

## Documents

No documents have been uploaded to this ad.

If you have questions regarding the documents, contact the issuing agency for more information.

# Ad Updates

Published

on 12/30/2025 3:02 AM by System Admin

## Bid Results

Bid results have not been entered.

If you have questions regarding bid results, contact the issuing agency.

## Awards

Awards have not been entered.

If you have questions regarding awards, contact the issuing agency.

©2025, Empire State Development http://www.esd.ny.gov/

DJC OREGON

A Division of BridgeTower Media
P.O Box 745929
Atlanta, GA 30374-5929

| | |
|---|---|
| Invoice # | 745836425 |
| Invoice Date | 12/31/2025 |
| Customer | Sourcewell, ID: 26788 |
| Payment Terms | Net 30 |
| Due Date | 01/30/2026 |

**BILLING ADDRESS**
Scott Dobereiner
Sourcewell
202 12th Street NE
Staples MN 56479

**ADVERTISER**
Sourcewell, ID: 26788
202 12th Street NE
Staples MN 56479

| INVOICE REF | MEDIA | DATE | PO |
|---|---|---|---|
| 1007716806 | Daily Journal of Commerce OR - Public | 12/31/2025 | |

| EDITION | QTY | AD SIZE |
|---|---|---|
| Legal - Bids | 1 | Legal - Bids |

| | |
|---|---|
| **Subtotal** | $82.17 |
| **Tax** | $0.00 |
| **Credits** | $0.00 |
| **BALANCE DUE** | $82.17 |

A payment processing fee (up to 3.0%) may apply to credit card payments, where permitted by law and card network rules. For credit card payments made through Edenred, Corpay, or similar services, please verify the total amount due in our payment portal using the link in your email, or contact us at 866-802-8214.
IOID: 4123025
Index: Bids - Other
Category: Goods and Services
Affidavit Reference: SEWER VACUUM, HYDRO-EXCAVATION, AND MUNICIPAL PUMPING EQUIPMENT WITH RELATED ACCESSORIES AND

REMITTANCE STUB TO BridgeTower Media

| | | | | | |
|---|---|---|---|---|---|
| **Invoice #** | 745836425 Daily Journal of Commerce OR - Public Notice | **Date** | 01/30/2026 | **Customer ID** | ID: 26788, Sourcewell |
| **Amount Enclosed:** | | | | | |

Acceptable Payment Methods

**PREFERRED METHOD**
**To Pay by ACH Transfer:**
Bank: Bank of America
Send ACH remittance email to ar@bridgetowermedia.com
Account Number: 237025443017
Routing: 053000196

**OTHER METHODS**
**To Pay by Credit Card:**
Use the Click to Pay Online link located on the email you received or Contact Accounts Receivable: 866-802-8214 Please have your Invoice Number and Credit Card Number Ready.

*A payment processing fee (up to 3.0%) may apply where permitted by law and card network rules.*

**To Pay by Wire Transfer:**
Name: BridgeTower OpCo, LLC
Bank: Bank of America
Swift Code: BOFAUS3N
Bank Address: 100 North Tryon Street
Charlotte, NC 28255
Account Number: 237025443017
Routing: 026009593

**To Pay by Check use the following address:**
Please include invoice number on check
BridgeTower OpCo, LLC
P.O Box 745929
Atlanta, GA 30374-5929

Daily Journal of Commerce
1618 SW First Ave., Suite 400
Portland, OR, 97201
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

# Affidavit of Publication

To: Sourcewell - Scott Dobereiner
202 12th Street NE
Staples, MN, 56479

Re: Legal Notice 4123025, SEWER VACUUM, HYDRO-EXCAVATION, AND MUNICIPAL PUMPING EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

State of OR }
} SS:
County of Multnomah }

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
SEWER VACUUM, HYDRO-EXCAVATION, AND MUNICIPAL PUMPING EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
**12/31/2025**.

**SEE EXHIBIT A**

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 2nd day of January 2026

By: _____
Michelle A. Ropp

By: _____

OFFICIAL STAMP
NICHOLAS BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044188
MY COMMISSION EXPIRES JANUARY 10, 2028

Nicholas Bjork
Notary Public, State of OR
No. 1044188
My commission expires on January 10, 2028

## SOURCEWELL

**SEWER VACUUM, HYDRO-EXCAVATION, AND MUNICIPAL PUMPING EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**

**Proposals Due 4:30 pm, February 17, 2026**

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Dec. 31, 2025. 4123025

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

## AFFIDAVIT OF PUBLICATION

Sourcewell
202 12th Street NE
Staples MN 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

12/30/2025, 01/06/2026

and that the fees charged are legal.
Sworn to and subscribed before on 01/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

| | | |
|---|---|---|
| Publication Cost: | $70.52 | |
| Tax Amount: | $0.00 | |
| Payment Cost: | $70.52 | |
| Order No: | 11929433 | # of Copies: |
| Customer No: | 1191238 | 0 |
| PO #: | LOKL0426373 | |

THIS IS NOT AN INVOICE!

*Please do not use this form for payment remittance.*

NANCY HEYRMAN
Notary Public
State of Wisconsin

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.

LPXLP

December 30, January 6 2026

LOKL0426373

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

# AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Cols | Depth |
|---|---|---|---|---|---|
| 50233 | IPL0299618 | Legal Ad - IPL0299618 | | 1.0 | 24.0L |

ATTENTION: SOURCEWELL IP
202 12TH STREET NE
STAPLES, MN 56479
RFPAds@sourcewell-mn.gov

## REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0299618
Dec 31 2025

State of South Carolina

County of Richland

I, the undersigned, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1.0 insertion(s) published on:
12/31/25 Print

Print Tearsheet Link

Marketplace Link

Mary Castro

Sworn to and subscribed before me on Dec 31, 2025, 10:54 AM EST

SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125328493
MY COMMISSION EXPIRES 4/16/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.

IPL0299618

Dec 31 2025

# National title hopefuls gird for league play

**Jordan Mendoza**
USA TODAY

The college men's basketball season is less than two months old, yet it's already becoming clear who is capable of winning a national championship.

As conference play begins in earnest, there's no more easy victories against cupcakes, and you find out if your team is the real deal or not.

Some squads have already proved themselves and look like they're on a warpath toward the NCAA Tournament Final Four in Indianapolis. Others maybe don't have those impressive victories, but their records can't be denied and may be worth paying attention to.

Which ones have the best shot at cutting down the nets inside Lucas Oil Stadium on April 6? We rank the top 10 candidates, as well as teams just on the outside and those intriguing options that still have some more to prove as nonconference play ends.



UConn's Solo Ball is double-teamed by Arizona's Motiejus Krivas, left, and Anthony Dell'Orso, right, on Nov. 19. JOE BUGLEWICZ/GETTY IMAGES

### Potential/wait-and-see

● *Vanderbilt, Nebraska, Arkansas, Tennessee, Illinois, Virginia, Southern Cal, Georgia*

This field features a mix of surprises but also teams that haven't lived up to preseason hype just yet. It starts with Vanderbilt and Nebraska, two teams that are still undefeated and playing great ball. However, the schedule hasn't been challenging. The same could be said for one-loss teams in Virginia, USC and Georgia.

Then there's Arkansas, Tennessee and Illinois, teams that have stumbled against some top talent but have picked up some notable wins in between. It's obvious what's holding them back, and when those issues are fixed, it's led to those important Quad 1 wins. It's just a matter of whether they can find consistency to put some more belief in.

### Just on the outside

● *North Carolina, Louisville, Kansas, Alabama, Texas Tech*

A group of teams that are bound for the second weekend of the NCAA Tournament, but that's not the ceiling. North Carolina doesn't look like a bubble team anymore and just needs some more key wins. Louisville's offense is elite but hasn't been on every night. Despite Kansas, Alabama and Texas Tech having had some bad nights against top-tier competition, each of them has responded well and at full strength can compete with anyone.

### Top 10 national title contenders

### 10. Houston

Last season's national runner-up reloaded with a tremendous recruiting class and is back to making life difficult for opposing offenses. The only issue has been the Cougars haven't played to the same level with the ball, leading to some results that are too close for comfort. Despite that, Houston is 11-1 and the inexperienced players on the team are only going to get better, and it's already showing. It won't be long before the Cougars fit the mold of what a Kelvin Sampson team looks like.

### 9. BYU

The hype of AJ Dybantsa's arrival has been backed up with a 12-1 start to the season. To try to prove it was legit, BYU scheduled a worthy nonconference slate, and it's done the job with a 3-1 Quad 1 record, the lone blemish a two-point loss to UConn. However, the wins have lost some luster as they weren't as noteworthy as initially hoped. So, this remains a largely untested team. That shouldn't be a reason to sell any Cougars stock, as BYU should more than hold its own against a crowded Big 12.



Michigan guard Roddy Gayle Jr. shoots against Maryland on Dec. 13. JAMIE SABAU/IMAGN IMAGES

### 8. Michigan State

Tom Izzo still has it with Sparty off to another incredible start to the season. Michigan State is 11-1, and not only has it picked up wins against Arkansas, Kentucky, North Carolina and Iowa, but the Spartans mostly looked far superior in those outings. The loss was a tough one to Duke that just got away. The mix of young and veterans has blended well with Jeremy Fears Jr. playing like an All-American guard. The offense has slowed down a bit, but there isn't a reason Michigan State shouldn't be able to defend its Big Ten regular-season title.

### 7. Purdue

The preseason No. 1 team certainly looks capable of finishing the season in that spot with some dominant showings against quality opponents in Alabama, Texas Tech and Auburn. The only thing preventing it from being in the top five was the dreaded home blowout to Iowa State. Maybe that loss was what Purdue needed as it's been crushing teams since then. The Boilermakers are elite on both sides of the ball, and Braden Smith is en route to national player of the year consideration, leading the country in assists per game (9.6).

### 6. Gonzaga

Another competitive nonconference schedule, another season of Gonzaga proving it's a powerful force. The Bulldogs have ran right through nearly everyone they've played with double-digit victories in 11 of their 12 wins. No team is better at getting the ball in the hoop, averaging a nation-leading 34.8 made shots per game. But when the Zags played in what many thought was a national championship game preview against Michigan, they stood no chance in a 30-point romp by the Wolverines. Best believe that's going to be on Gonzaga's mind the rest of the season as it is poised to run through the West Coast Conference one last time.

### 5. Duke

Everyone thought last season's Duke team – led by Cooper Flagg – was one of its best in recent memory. There's a chance this one is even better than the 2024-25 Final Four squad. The Blue Devils have been incredible to watch so far, passing nearly every test that's been thrown at them. They've been able to win at home, on the road or at neutral sites, and it's all thanks to arguably the best freshman in the country so far in Cameron Boozer, who leads Division I with 23.2 points per game. They shoot the ball well but the defense is even better, allowing more than 75 points only once in the one-point loss to Texas Tech. Jon Scheyer has a great chance for back-to-back Final Four appearances for the first time since the program went to five straight from 1988 to 1992.

### 4. Iowa State

It's time to put some respect on Iowa State, which has continuously proved it is not to be messed with. The 12-0 Cyclones have been relentless offensively, shooting 53.4% from the field, second-best in the country, along with a 41.6% mark from 3-point (fourth in Division I). It's hard to keep up with when Iowa State is forcing more than 18 turnovers per game. The Cyclones don't own many ranked wins, but there may be no greater win so far for any team than the 23-point rout it put on Purdue in Mackey Arena. Iowa State has so much experience spread out in its rotation, and that veteran-led group can get the Cyclones to the Final Four for the first time since 1944.

### 3. UConn

Dan Hurley has shaken off the up-and-down 2024-25 results and has assembled the right roster to put the Huskies right back in the national championship picture. The defense has been what's gotten UConn back to being a dominant force, ranking sixth in scoring defense, giving up just 61.1 points per game. It had a really loaded first month of the season that included five ranked opponents in four weeks. The Huskies went 4-1 with the loss at home to Arizona, and it got wins over BYU and at Kansas. The Huskies have proved they can win away from home and look miles ahead of the rest of the Big East, which means a No. 1 seed and playing close to home is very much in play for UConn to go for a third title in four seasons.

### 2. Arizona

Arizona has typically gotten out to fast starts under Tommy Lloyd, yet this season might be its best yet. The Wildcats are 12-0 and have made a tremendous case to be the top team in the country. It hasn't looked back since the season-opening win against Florida, not only picking up five ranked victories, but looking mostly dominant in those cases. It wasn't easy going across the country into Connecticut to win, and it owns "The Yellowhammer State" after beating Auburn and Alabama each in dominant fashion. The schedule is favorable where the Wildcats could remain undefeated going into the final weekend of January as this team has the makings of being the one to finally end the 25-year Final Four drought.

### 1. Michigan

The top national championship contender is the most dominant team in the country, as Michigan has stormed its way through the start of the season. The additions of Yaxel Lendeborg and Aday Mara have given coach Dusty May one of the most lethal units that is blowing out nearly everyone it plays. After a couple of close early wins, the Wolverines have won by double-digits in its past eight games, with an average margin of victory at 34.3 points. That includes the perfect showing at the Players Era Festival that was capped by the 40-point victory over Gonzaga. Michigan averages 95.4 points per game and has eclipsed the century mark in five of its past six games. It doesn't look like this team is slowing down, and it looks like it will run through what is already a challenging Big Ten. Everything about Michigan screams a team that can win it all.

## MARKETPLACE TODAY

To view more Classified listings, visit: classifieds.usatoday.com

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

*All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. USA Today reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. USA Today shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.*

NOTICES
PUBLIC NOTICE

The Central Susquehanna Intermediate Unit's (CSIU) Keystone Purchasing Network (KPN), a national public sector purchasing cooperative is soliciting sealed bids for Gazebos and Pergolas; Wrestling Mats; Security Hardware; Food Service Equipment, Supplies and Services; and Gasification Technology Systems for all current and potential KPN Members.

The bid deadline is January 28, 2026, at 12 p.m. Eastern Time. Bids shall be received electronically. Interested bidders must register to access and secure the bid documents online at https://kpn.ionwave.net. There is no charge to register. The bids will be publicly opened on January 28, 2026, at 1 p.m. Eastern Time at the CSIU Main Office, 90 Lawton Lane, Milton, PA. Go to https://www.theKPN.org for more information. The CSIU reserves the right to reject any or all bids or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

NOTICES
PUBLIC NOTICE

NOTICES
PUBLIC NOTICE

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United tates and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

**Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.**

WANT TO ADVERTISE?
ASK US...
WE CAN HELP!

Place your advertisement in USA TODAY's Marketplace!

To advertise, contact us at: 800-397-0070
sales@russelljohns.com

ADVERTISE HERE

USA TODAY's Marketplace Today

To Advertise:
800-397-0070
sales@russelljohns.com

# MLB offseason has been agonizingly slow



**Bob Nightengale**
Columnist
USA TODAY

Groundhog Day might be a month away, but in baseball free agency, groundhog day has been going on for the past 64 days.

Virtually every day is the same.

Rumors are floated. Teams check in. Teams check out.

And most of the top free agents still remain unsigned.



Bregman

Spring training starts in less than seven weeks, and the likes of Kyle Tucker, Alex Bregman and Framber Valdez remain unemployed.

It's a market that gobbled up the top relievers, with every available free agent closer, from Edwin Diaz (Los Angeles Dodgers) to Devin Williams (New York Mets) to Robert Suarez (Atlanta), signing in the first five weeks. The biggest sluggers signed with Pete Alonso getting $155 million from the Baltimore Orioles and Kyle Schwarber returning to the Philadelphia Phillies for $150M.

But top free agent starting pitchers outside Dylan Cease ($210 million) haven't signed and there are countless others looking for jobs, or at least contract offers to their satisfaction.

So, what in the world is taking so long in this slow drip of a free agency? No one is blaming the upcoming labor negotiations with a potential lockout in December, and no one hints at collusion.

So what is it?

"The key word is methodical. "I just don't see any urgency," an agent said.

USA TODAY Sports canvased a handful of executives and agents who came up with the top five reasons:

### 1. Big-market teams – besides Blue Jays – yet to swim deep in free agency

The Blue Jays have spent $337 million this winter in free agency, signing four of the 15 free agents who have received contracts of at least $30 million.

Even after signing infielder Kazuma Okamoto to a four-year, $60 million contract, with a formal press conference scheduled for Tuesday Jan. 6, they still want to add another power hitter. Their preference is to make Okamoto a super utility player.

The Blue Jays remain fully engaged in talks with infielders Bo Bichette and Bregman, with outfielder Tucker also remaining a possibility.

While the Blue Jays are trying to be the Dodgers of the North, their competitors in the American League East – except the Orioles – are standing back in awe.

The New York Yankees have spent $29 million. The Boston Red Sox, who remain the favorite for Bregman, have been active on the trade market but haven't spent a penny in free agency.

There are 21 teams who have spent less than $60 million this winter, including big-market teams like the Chicago Cubs, Red Sox, Yankees, San Francisco Giants, Texas Rangers and Los Angeles Angels.

"Major markets are waiting for another market in the same market," another agent said. "When you do that, you lose."

### 2. Teams exploring trades before spending big on free agents

The Miami Marlins are listening to trade offers for starting pitcher Edward Cabrera, with the Yankees, Mets, Cubs and Orioles all still showing interest.

The Milwaukee Brewers still are listening on offers for ace Freddy Peralta.

The Arizona Diamondbacks have been aggressively shopping but now are pessimistic about trading All-Star second baseman Ketel Marte. No one has come close to meeting their price.

And if Marte is still aboard, Bregman is definitely out of the D-backs' plans.

The St. Louis Cardinals are aggressively shopping infielder/outfielder Brendan Donovan and third baseman Nolan Arenado. And the Washington Nationals have been shopping starter MacKenzie Gore and shortstop CJ Abrams.

Teams like the Red Sox have chosen to hit the trade market instead of pushing all of their chips into free agency, landing starters Sonny Gray and Johan Oviedo, as well as Willson Contreras.

As long as there's trade inventory, it slows down the free agent market.

### 3. Bullpens took priority

"I've never seen anything like it," one veteran GM said. "Relief pitching was everyone's first priority, it seems like. The rest of the market came to a standstill."

You name it, the top relievers all went and got paid well.

The top nine relievers all were signed before the holidays, earning a combined $292 million:

- Diaz: $69 million, three years, Dodgers.
- Williams: $51 million, three years, Mets.
- Suarez: $45 million, three years, Atlanta.
- Tyler Rogers: $37 million, three years, Blue Jays.
- Ryan Helsley, $28 million, two years, Orioles.
- Emilio Pagan, $20 million, two years, Reds.
- Kyle Finnegan, $19 million, two years, Tigers.
- Pete Fairbanks, $13 million, one year, Marlins.
- Kenley Jansen, $10 million, one year, Tigers.

### 4. Five-tool guys are way away from a deal

Schwarber received a five-year, $150 million contract from Phillies, but he was in such demand that even the Pittsburgh Pirates and Cincinnati Reds were in serious pursuit, with the Reds even willing to offer more until Schwarber told them it wasn't necessary.

Meanwhile, Tucker, Cody Bellinger, Bregman and Bichette all remain unsigned, with no indication that any of them are close to a deal.

"It's been such an abnormality than years' past," one executive said.

While the Red Sox are the favorites to bring back Bregman, and the Yankees' No. 1 priority is the return of Bellinger, the Mets are still looming in the Bellinger derby while the Cubs remain in pursuit of Bregman for the second consecutive winter.

The Tucker market is the biggest mystery. He was projected to earn a contract in the $400 million neighborhood but could have to instead take a higher average annual value offer on a short-term contract and hit the market again after two consecutive injury-plagued second halves.

"The major markets," one agent said, "are still power dry."

### 5. This may be the new normal

Really, the advent of free agency should be in January, and not in November for the stars of the game.

Everyone always waits for free agents' price tags to plummet, or at least for the years to drop, and nothing ever seems to get done until close to spring training or even in March.

Bryce Harper and Manny Machado were the two biggest stars in the winter of 2019 and had to wait until after spring training before they got the deals they desired, with Harper signing a 13-year, $330 million deal with the Phillies and Machado a 10-year, $300 million contract with the Padres.

Bregman didn't sign his three-year, $120 million contract with the Red Sox until spring training last year, in which he opted out, and now waits for a five- or six-year contract.

Players have learned to be patient, knowing at some point some team will blink.

"In my opinion, executives really struggle as far as decision-making now," one agent said. "They just collect so much more information and then figure out how to utilize it."

So now that the holidays are over, and everyone is back to work, will the free agent floodgates now open?

Not so fast.

This is salary arbitration week with teams and players exchanging salary arbitration numbers on Thursday Jan. 8, which will consume most of their time.

Maybe next week.

*Follow Nightengale on X: @Bnightengale*

# Texas Tech signs star transfer QB Sorsby

**Matt Hayes**
USA TODAY

Brendan Sorsby, the top quarterback in the transfer portal, has signed a letter of intent with Texas Tech, a person with intimate knowledge of the situation told USA TODAY Sports.

Sorsby, who had 36 total touchdowns and 3,380 total yards for Cincinnati in 2025, was being pursued by nearly every major Power conference program looking for a quarterback, including new LSU coach Lane Kiffin.



Sorsby

Sorsby began his career at Indiana and spent two seasons (one redshirt) with the Hoosiers before transferring to Cincinnati. Sorsby has 82 touchdowns over the past three seasons and is the dual-threat quarterback Texas Tech wanted to replace senior Behren Morton.

The Red Raiders won the Big 12 for the first time in school history in 2025 and were the No. 4 seed in the College Football Playoff. A limited offense, however, was exposed in a 23-0 loss to Oregon in the Orange Bowl quarterfinal.

Texas Tech billionaire booster Cody Campbell and his partners at Double Eagle Development spent $25 million on the 2025 roster, and Campbell told USA TODAY Sports on Jan. 1 they would "double down" on that investment for the 2026 season.

"Let's goooo! Texas Tech got a taste this year, want more, and are building a dynasty," Campbell posted on social media Sunday night Jan. 4. "We are hungrier and more committed than ever before! Each Texas Tech player will be surrounded and supported by an elite cast of teammates, a sound culture and program, a solid and stable coaching staff, the best facilities in the country, and the most passionate and committed fan base in America!"

Sorsby is a critical beginning to the investment. He has thrown for 7,208 career yards, and 60 touchdowns and rushed for 1,305 yards and 22 TDs.

*Follow Matt Hayes on X: @MattHayesCFB.*

# Top portal WR Nick Marsh commits to Indiana for '26

**Ehsan Kassim**
USA TODAY

Indiana football is focused on winning a national title for the 2025 college football season, but Curt Cignetti is already building for 2026.

On Sunday Jan. 4, four days before the No. 1 Hooisers are set to play No. 5 Oregon in the Peach Bowl, Indiana added a commitment from former Michigan State wide receiver Nick Marsh. The sophomore had 59 receptions for 662 yards and six touchdowns for the Spartans in 2025.

Marsh, listed at 6-foot-3 and 203 pounds, will have two more years of eligibility for the Hoosiers. He is the first addition out of the transfer portal in this cycle for the Hoosiers. Against Indiana this season Marsh finished with seven catches for 64 yards and a score in a 38-13 Indiana victory.

Wide receiver is a major area of need for the Hoosiers this offseason. Wide receivers Elijah Sarratt, E.J. Williams and Jonathan Brady are out of eligibility following the season, while redshirt junior Omar Cooper, Jr. could enter the NFL draft.

### Marsh stats



Marsh

Here's a look at Marsh's stats in his two collegiate seasons with Michigan State:

- 2024: 41 receptions for 649 yards and three touchdowns.
- 2025: 59 receptions for 662 yards and six touchdowns.

### Marsh recruiting rankings

Marsh was a 4-star recruit in the 2024 recruiting class, per 247Sports' Composite ratings, coming out of River Rouge in River Rouge, Michigan. He was ranked as the No. 176 overall player and 30th-ranked receiver in the class.

- Stars: 4.
- National rating: No. 176 overall.
- Position ranking: No. 13 RB.
- State ranking: No. 3 player from Michigan.

After two seasons with the Spartans, Marsh entered the transfer portal this offseason. He is ranked as the No. 24 overall player and the No. 7 receiver in the class by 247 Sports.

## MARKETPLACE TODAY

To view more Classified listings, visit: classifieds.usatoday.com

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

*All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. USA Today reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. USA Today shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.*

**NOTICES**
**PUBLIC NOTICE**

The Central Susquehanna Intermediate Unit's (CSIU) Keystone Purchasing Network (KPN), a national public sector purchasing cooperative is soliciting sealed bids for Gazebos and Pergolas; Wrestling Mats; Security Hardware; Food Service Equipment, Supplies and Services; and Gasification Technology Systems for all current and potential KPN Members.

The bid deadline is January 28, 2026, at 12 p.m. Eastern Time. Bids shall be received electronically. Interested bidders must register to access and secure the bid documents online at https://kpn.ionwave.net. There is no charge to register. The bids will be publicly opened on January 28, 2026, at 1 p.m. Eastern Time at the CSIU Main Office, 90 Lawton Lane, Milton, PA. Go to https://www.theKPN.org for more information. The CSIU reserves the right to reject any or all bids or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

**NOTICES**
**PUBLIC NOTICE**

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United tates and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

**Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.**

**PLACE YOUR AD HERE!**
**USA TODAY's Marketplace**
**To advertise, call: 800-397-0070**

**NOTICES**
**PUBLIC NOTICE**

**Place Your Ad In USA TODAY's Marketplace Using Our Self-Service Ad Portal**

**Scan QR Code. Sign Up Today!**

Interested in learning about the new E-submission feature on APC and the Government of Alberta procurement process? Join the APC Supplier Open Office session on Jan 16, 2026. Click here to register.

Open & Competitive Opportunity • Request for Proposal

Share

# Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

**APC Reference #** AB-2025-07935 **Internal Reference #** 021726

**Time Until Closing**
48 days 9 hrs 8 min

**Category**
Goods

**Contracting Organization**
Rural Municipalities of Alberta (RMA)

Bookmark

Express Interest

Open | Evaluation | Selection | Awarded

**Posting Date & Time**
Tue • Dec 30, 2025 • 9:00 am (MT)

**Closing Date & Time**
Tue • Feb 17, 2026 • 3:30:00 pm (MT)

General Info | Contact Info | Submission Info | Document Downloads | Interested Suppliers

When the information in this online posting varies from the downloadable documents (see below), the information in the documents always supersedes the information shown below.

# General information

**Contracting Organization**
Rural Municipalities of Alberta (RMA)

**Organization Address**
2510 Sparrow Drive
Nisku, Alberta
T9E 8N5
Canada

**Posting Type**
Open & Competitive Opportunity

**Solicitation Type**
Request for Proposal

**Region(s) of Delivery**
Alberta

**Trade Agreement(s)**
NWPTA • CFTA • TCA • CETA

**Description**
Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMNB, NSFM, FPEIM, MNL, NWTAC, NAM, AYC and its current and potential Members and represented Associations and their Members, which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of Canadian trade agreements (including Canadian Free Trade Agreement (CFTA) Chapter 5, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement (CETA) Chapter 19, New West Partnership Trade Agreement (NWPTA), Atlantic Trade and Procurement Partnership (ATPP) as applicable).

Canoe/Sourcewell is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.

1. Sourcewell and Canoe are seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:
a. Sewer vacuums;
b. Sewer jetters and rodders;

c. Hydro or air excavation equipment;
d. Combination sewer cleaning and hydro-excavation units;
e. Dewatering, mud, trash, and centrifugal pumps;
f. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
g. Accessories, supplies and replacement or wear parts related to the respondent's offering of solutions in subsections 1. a.- f. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
a. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723);
b. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223);
c. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923);
d. Public Utility Equipment with Related Accessories and Supplies (RFP #091125);
e. Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service (RFP #111125)

4. The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

5. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

6. Following submission of proposals, negotiations may be permitted.

7. List of current and Potential Members and represented Associations and their Members which includes all MASH/MUSH sectors, Provincial Governments, Federal Agencies, Crown Corporations, local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Northwest Territories, Yukon Territories and Nunavut located here, https://canoeprocurement.ca/canoe-current-future-members/

| Estimated Contract Start Date | Estimated Contract End Date | Estimated Contract Duration |
|---|---|---|
| Apr 1, 2026 | Mar 31, 2030 | 4 Year(s) — 0 Week(s) — 0 Day(s) |

*These estimated contract dates and duration are only estimates and subject to change.

**UNSPSC Commodity Codes**

The United Nations Standard Products and Services Code (UNSPSC) is an international classification system for products and services. You can use these codes to search for opportunities/notices that match the specific categories

of products and/or services you supply. Previously used Goods and Services Identification Number (GSIN) codes are also listed, where available, as a convenience to Suppliers.

| Code ↑ | GSIN Code | Description | Code Level ↑ |
|---|---|---|---|
| **40000000** | N4140 | Distribution and Conditioning Systems and Equipment and Components | Segment |
| **40150000** | N4300 | Industrial pumps and compressors | Family |
| **40151500** | N4310 | Pumps | Class |
| **47000000** | N7900 | Cleaning Equipment and Supplies | Segment |
| **47100000** | N4600 | Water and wastewater treatment supply and disposal | Family |
| **47101500** | N4610 | Water treatment and supply equipment | Class |
| **47101525** | N4610 | Dewatering equipment | Commodity |
| **47101534** | N4610 | Sewage distributors | Commodity |
| **47101535** | N4610 | Sludge disposal equipment | Commodity |
| **47101536** | N4610 | Sludge collectors | Commodity |
| **72140000** | 5131 | Heavy construction services | Family |

**Note:** Access the full open dataset of codes used in APC at Open Government.

↑ Back to top

# Contact information

If you have questions, please contact the Contact Person below **only by email**.

**Contact Person**
Tara Wolff
Manager of Procuremebt

**Method of Contact**
rfp@sourcewell-mn.gov

**Address**
2510 Sparrow Drive
Nisku, Alberta
Canada
T9E 8N5

↑ Back to top

# Submission information

**Submission Channel(s)**

| | |
|---|---|
| Follow the instructions... | Only Proposals submitted through the Sourcewell Procurement Portal will be considered.<br><br>https://proportal.sourcewell-mn.gov<br><br>Proposals are due no later than February 17, 2026, at 4:30 p.m. Central Time, and late proposals will not be considered. |

**Additional Submission Information**

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.
To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

↑ Back to top

# Document downloads

**Please take note**

When you download a document, you are automatically added to the Interested Suppliers List (below) and subscribed to email notifications for this opportunity. You can remove yourself from this list by selecting the "Update Interest" button at the top of this page and then unselecting the "I'm interested in this opportunity" checkbox in the Express Interest section.

## Documents

**Document Name**
**File Info**

Procurement Package

**2025 12 30 RFP_012226_Pool_Chemicals_and_Equipment_with_Related_Services_Canoe**
PDF • 2.3 MB

Download

↑ Back to top

# Interested suppliers

Prior to submitting a response to an opportunity, you should express interest before its Closing Date, so that your business name is published in the Interested Suppliers list below and you are subscribed to email notifications of updates to the opportunity.

Additionally, you may also choose to explicitly indicate interest in potential partnership inquiries from other Suppliers for this opportunity and publish your preferred contact information in the Interested Suppliers list.

Note that you will automatically be deemed as having expressed interest in an opportunity when you download any opportunity documents. You can update your interest in the opportunity and/or in partnerships at any time before the Closing Date, after which expressing and/or updating interest will NOT be available.

## Interested suppliers list

Interested in partnerships with other Suppliers

☐ Only display Suppliers interested in partnerships with other Suppliers.

**Deltek**

↑ Back to top

© 2025 Government of Alberta

Sourcewell Formerly NJPA

# Bid RFP #021726 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

| | |
|---|---|
| Bid Type | **RFP** |
| Bid Number | **021726** |
| Title | **Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies** |
| Start Date | **Dec 30, 2025 12:00:01 AM CST** |
| End Date | **Feb 17, 2026 4:30:00 PM CST** |
| Agency | **Sourcewell** |
| Bid Contact | **Tara Wolff**<br>(218) 541-5362<br>rfpads@sourcewell-mn.gov<br>202 12th Street NE<br>Staples, MN 56479-0219 |

**Questions**
0 Questions
[View/Ask Questions]

## Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered

## Pre-Bid Conference

| | |
|---|---|
| Date | **Jan 22, 2026 10:00:00 AM CST** |
| Location | **Online Conference** |

| | |
|---|---|
| Notes | **Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.** |

**Documents**

No Documents for this bid

Customer Support: vendorsupport@publicpurchase.com | Copyright 1999-2025 © | The Public Group, LLC. All rights reserved.

The Public | Group™

OPEN

# Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the Sourcewell Procurement Portal, and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 04:30 PM CT and late proposals will not be considered.

## Important Dates

> Pre-Proposal Conference:
> **January 22, 2026 at 10:00 AM CT**
>
> Proposal Due:
> **February 17, 2026 at 04:30 PM CT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

**Sourcewell Procurement Portal**

All Solutions →

Minnesota-Only Solutions →

Supplier Resources →

© 2023 Sourcewell. All rights reserved.

Sourcewell

Français

Bids Homepage | Create Account | Login

# View Details

Click here to return to the Sourcewell Procurement Portal home page.

**Bid Details**

| | |
|---|---|
| Bid Classification: | Goods |
| Bid Type: | RFP - General |
| Bid Number: | RFP 021726 |
| Bid Name: | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies |
| Bid Status: | **Open** |
| Bid Closing Date: | Tue Feb 17, 2026 4:30:00 PM (CST) |
| Question Deadline: | Mon Feb 9, 2026 4:30:00 PM (CST) |
| Electronic Auctions: | Not Applicable |
| Language for Bid Submissions: | English unless specified in the bid document |
| Submission Type: | Online Submissions Only |
| Submission Address: | Online Submissions Only |
| Public Opening: | Yes |
| Public Opening Address: | See RFP and FAQ documents for details |
| Description: | Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies** to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **February 17, 2026 at 4:30 p.m. Central Time**, and late proposals will not be considered. |
| Bid Document Access: | Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation. |
| Categories: | Show Categories [+] |

Submit a Question | Register for this Bid | Download Bid Documents

# Meeting Locations

The following are the meeting times and locations for the opportunity:

| Meeting Location | Description | Date / Time | Mandatory Me... | Meeting Document |
|---|---|---|---|---|
| Online Pre-Proposal Conference | Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference." | Thursday January 22, 2026 10:00 AM to 11:00 AM (CST) | No | |

**Documents**

| File Name | Pages |
|---|---|
| **RFP_021726_Sewer_Vacuum**<br>Monday December 29, 2025 01:12 PM | 14 |
| **RFP_021726_Sewer_Vacuum_Master_Agreement**<br>Monday December 29, 2025 02:05 PM | 13 |

Bidding

Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/568431/

# Publish /Verify Contents

Save as Template

## Solicitation Setting

| | |
|---|---|
| Invite Bidders | No |
| Enable Collaboration with other Users | No |
| Internal Approval | No |
| Accept Online Responses | No |
| Evaluate Response online | No |

## Solicitation Details

**Mandatory Information**

| | | | |
|---|---|---|---|
| Solicitation Type | RFP | Solicitation Number | 021726 |
| Solicitation Name | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies | Procurement Type | Goods , Services |
| Country & Province/State | United States / Florida | Published By | Sourcewell |
| Accept Questions | Not Applicable | | |

**Internal Information (For Internal Use Only)**

| | |
|---|---|
| Procurement Title/Project Name | 021726 |

## Requirement

| | | |
|---|---|---|
| Are suppliers required to agree to a Non-Disclosure Agreement(NDA)/Document Access Control to access the solicitation documents? | No | |
| Do you want suppliers to notify you of their Intent to Respond(ITR) to your solicitation? | No | |
| Schedule a Pre-Bid Meeting or Site Meeting | Yes | 1 Recommended \| 01/22/2026 10:00:00 CT \| Online Conference |

Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.

## Advertisement

**Basic Settings**

| | | | |
|---|---|---|---|
| Solicitation Type | Open to all suppliers | Estimated Contract Amount | |
| Publish Date | 12/30/2025 | Closing Date & Time | 02/17/2026 16:30:00 CT |
| Publish Option | | Value Range for this Solicitation | 10,000,001 over |

**Selected Categories**

Construction ()





Publish
Bid Announcements
Doc. Taker's List
(/viewDocTakerInformation/568431/

| Selected Categories | |
|---|---|
| Roads/ Sewer/ Watermain | Roads/Sewer/Watermain Projects-Excavating, Ditch, Culvert, Streetscaping, Traffic Lights, Road Painting, Visors, Polycarb, Asphalt Overlay, Fire Hydrant, Guard Rails, Drainage Systems |
| Water Treatment/ Plants | Water Treatment Plants, Purification, Monitoring/ Equipment/ Supplies, Inspection, Maintenance, Water Measuring Devices, Dams, Water Quality, Water Treatment Services/supplies , etc |
| Energy/ Fuel/ Chemical () | |
| Energy Products/ Services/ Management | Hydro, Batteries, Transformers, Consulting, Maintenance Services/Equipment For Renewable Energy, Generators, Booster pumps, Vending Miser, Energy Efficient Products (Fabricated Steel Crossarms, Energy Audit, Solar Energy, Photovoltaic etc. |

## Solicitation Overview

### Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

**021726**

**Closing Date: 02/17/2026 04:30:00 PM CT**

**Detail:**

**Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.**

## Bid Documents

### Bid Document

Menu

No Data Found

© Copyright 2025 R2CoW. All Rights Reserved. Powered by Biddingo.com (http://www.biddingo.com/)


Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/568431/

# Notice

**Basic Information**

| | |
|---|---|
| **Estimated Contract Value (CAD)** | $150,000,000.00 (Not shown to suppliers) |
| **Reference Number** | 0000310565 |
| **Issuing Organization** | Sourcewell |
| **Owner Organization** | |
| **Solicitation Type** | RFP - Request for Proposal (Formal) |
| **Solicitation Number** | 021726 |
| **Title** | Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Acc |
| **Source ID** | PP.CO.USA.868485.C88455 |

**Details**

| | |
|---|---|
| **Location** | All of Canada, All of Canada |
| **Purchase Type** | Duration:4 years |
| **Description** | Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered. |

**Dates**

| | |
|---|---|
| **Publication** | 2025/12/30 08:52:45 AM EST |
| **Question Acceptance Deadline** | 2026/02/09 05:30:00 PM EST |
| **Questions are submitted online** | No |
| **Bid Intent** | Not Available |
| **Closing Date** | 2026/02/17 05:30:00 PM EST |
| **Prebid Conference** | 2026/01/22 11:00:00 AM EST |

**Contact Information**

Procurement Department
877-585-9705
rfpads@sourcewell-mn.gov

**Pre-Bidding Events**

| | |
|---|---|
| **Event Type** | Prebid Conference |
| **Attendance** | Recommended |
| **Event date** | 2026/01/22 11:00:00 AM EST |
| **Location** | Online Conference |
| **Event Note** | Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal. |

**Bid Submission Process**

| | |
|---|---|
| **Bid Submission Type** | Electronic Bid Submission |
| **Pricing** | In attached document |
| **Pricing** | In attached document |

**Bid Documents List**

| Item Name | Description | Mandatory | Limited to 1 file |
|---|---|---|---|
| Bid Documents | Documents defining the proposal | Yes | No |

# Categories

**Selected Categories**

| GSIN Categories (114) | |
|---|---|
| G | **Goods**<br>Goods |
| N35 | **Service And Trade Equipment**<br>Service And Trade Equipment |
| N3500 | **SERVICE AND TRADE EQUIPMENT**<br>Service and trade equipment |
| N45 | **Plumbing, Heating, And Sanitation Equipment**<br>Plumbing, Heating, And Sanitation Equipment |
| N45 | **Plumbing, Heating and Sanitation Equipment**<br>Plumbing, Heating and Sanitation Equipment |
| N4500 | **PLUMBING, HEATING, AND SANITATION EQUIPMENT**<br>Plumbing, heating and sanitation equipment |
| N4510 | **PLUMBING FIXTURES AND ACCESSORIES**<br>Plumbing Fixtures and Accessories Includes Soap Dishes and Dispensers; Towel Racks; Plumbing Fixture Trim, such as Faucets, Shower Heads, Flush Valves, Stop Valves; Dispensers for Salt Tablets, Paper Cups, Toilet Seat Covers, Towels, and Toilet Paper; Sinks. |
| N4510A | **PLUMBING FIXTURES**<br>PLUMBING FIXTURES |
| N4510AA | **BASIN, LAVATORY**<br>BASIN, LAVATORY |
| N4510AB | **URINALS AND WATER CLOSETS**<br>URINALS AND WATER CLOSETS |
| N4510AC | **BATHTUBS**<br>BATHTUBS |
| N4510AD | **BOWLS, TOILET**<br>BOWLS, TOILET |
| N4510AE | **PLUMBING FIXTURES, INSTITUTIONAL**<br>PLUMBING FIXTURES, INSTITUTIONAL |
| N4510AF | **SHOWER CABINETS**<br>SHOWER CABINETS |
| N4510AG | **SINK, KITCHEN**<br>SINK, KITCHEN |
| N4510AGA | **SINK, STAINLESS STEEL, MOBILE**<br>SINK, STAINLESS STEEL, MOBILE |
| N4510AH | **TOILET, ELECTRIC/GAS, SANITATION**<br>TOILET, ELECTRIC/GAS, SANITATION |
| N4510AK | **PORTABLE TOILETS**<br>PORTABLE TOILETS |
| N4510E | **DISPENSERS (BATHROOM/WASHROOM FIXTURES)**<br>DISPENSERS (BATHROOM/WASHROOM FIXTURES) |
| N4510EB | **DISPENSERS, LIQUID SOAP**<br>DISPENSERS, LIQUID SOAP |
| N4510EC | **DISPENSERS, PAPER TOWEL**<br>DISPENSERS, PAPER TOWEL |
| N4510EE | **DISPENSERS, DISINFECTING, AUTOMATIC, WASHROOMS**<br>DISPENSERS, DISINFECTING, AUTOMATIC, WASHROOMS |
| N4510FB | **HOLDERS, TOILET PAPER, METAL**<br>HOLDERS, TOILET PAPER, METAL |
| N4510G | **PLUMBING FIXTURE TRIM**<br>PLUMBING FIXTURE TRIM |

| GSIN Categories (114) | |
|---|---|
| N4510GA | **PLUMBING SUPPLIES, FITTINGS, FAUCETS, ETC.**<br>PLUMBING SUPPLIES, FITTINGS, FAUCETS, ETC. |
| N4510GAA | **PLUMBING SUPPLIES, FITTING, FAUCETS N.E.S.**<br>PLUMBING SUPPLIES, FITTING, FAUCETS N.E.S. |
| N4510GAB | **PLUMBING SUPPLIES, ENERGY CONSERVING TYPES**<br>PLUMBING SUPPLIES, ENERGY CONSERVING TYPES |
| N4510GC | **VALVES, MIXING, THERMOSTATIC**<br>VALVES, MIXING, THERMOSTATIC |
| N4510GD | **SEATS, TOILET, PLASTIC**<br>SEATS, TOILET, PLASTIC |
| N4520 | **SPACE AND WATER HEATING EQUIPMENT**<br>SPACE AND WATER HEATING EQUIPMENT |
| N4520A | **FURNACES, WARM AIR, OIL, GAS OR SOLID FUEL (DOMESTIC)**<br>FURNACES, WARM AIR, OIL, GAS OR SOLID FUEL (DOMESTIC) |
| N4520B | **HEATERS**<br>HEATERS |
| N4520BA | **HEATERS, SPACE, ELECTRIC**<br>HEATERS, SPACE, ELECTRIC |
| N4520BAD | **HEATERS, SPACE, ELECTRIC, RADIANT**<br>HEATERS, SPACE, ELECTRIC, RADIANT |
| N4520BB | **HEATERS, GAS OR OIL (DOMESTIC)**<br>HEATERS, GAS OR OIL (DOMESTIC) |
| N4520BE | **HEATERS, WATER (DOMESTIC)**<br>HEATERS, WATER (DOMESTIC) |
| N4520BEB | **HEATERS, WATER, GAS (DOMESTIC)**<br>HEATERS, WATER, GAS (DOMESTIC) |
| N4520BED | **HEATERS, WATER, STEAM, THERMOSTATIC (DOMESTIC)**<br>HEATERS, WATER, STEAM, THERMOSTATIC (DOMESTIC) |
| N4520BEE | **HEATERS, WATER, OIL (INDUSTRIAL)**<br>HEATERS, WATER, OIL (INDUSTRIAL) |
| N4520BEF | **HEATERS, WATER, STEAM, THERMOSTATIC (INDUSTRIAL)**<br>HEATERS, WATER, STEAM, THERMOSTATIC (INDUSTRIAL) |
| N4520D | **RADIATORS, STEAM AND HOT WATER (DOMESTIC)**<br>RADIATORS, STEAM AND HOT WATER (DOMESTIC) |
| N4520E | **TANKS, HOT WATER STORAGE (DOMESTIC)**<br>TANKS, HOT WATER STORAGE (DOMESTIC) |
| N4520F | **VALVES, RADIATOR, HEATING AND PLUMBING (DOMESTIC)**<br>VALVES, RADIATOR, HEATING AND PLUMBING (DOMESTIC) |
| N4520G | **HEATING AND AIR CIRCULATING DUCTWORK AND ACCESSORIES**<br>HEATING AND AIR CIRCULATING DUCTWORK AND ACCESSORIES |
| N4520GA | **HEATING AND AIR CIRCULATING DUCTWORK AND ACCESSORIES (DOMESTIC)**<br>HEATING AND AIR CIRCULATING DUCTWORK AND ACCESSORIES (DOMESTIC) |
| N4520GB | **HEATING AND AIR CIRCULATING DUCTWORK AND ACCESSORIES (INDUSTRIAL AND COMMERCIAL)**<br>HEATING AND AIR CIRCULATING DUCTWORK AND ACCESSORIES (INDUSTRIAL AND COMMERCIAL) |
| N4520J | **NON-DOMESTIC SPACE AND WATER HEATER EQUIPMENT**<br>NON-DOMESTIC SPACE AND WATER HEATER EQUIPMENT |
| N4520JA | **HEATERS, SPACE, INDUSTRIAL, PORTABLE**<br>HEATERS, SPACE, INDUSTRIAL, PORTABLE |
| N4520JB | **HEATERS, EXTRACTION (INDUSTRIAL)**<br>HEATERS, EXTRACTION (INDUSTRIAL) |
| N4520JC | **SOLAR SPACE HEATING SYSTEMS (INDUSTRIAL)**<br>SOLAR SPACE HEATING SYSTEMS (INDUSTRIAL) |

| GSIN Categories (114) | | |
|---|---|---|
| N4520JD | **HUMIDIFIERS, INDUSTRIAL**<br>HUMIDIFIERS, INDUSTRIAL | |
| N4520JE | **SOLAR COLLECTORS, HEATING UNITS (INDUSTRIAL)**<br>SOLAR COLLECTORS, HEATING UNITS (INDUSTRIAL) | |
| N4520K | **STOVES, WOOD, SPACE HEATING**<br>STOVES, WOOD, SPACE HEATING | |
| N4520L | **HUMIDIFIERS (SELF CONTAINED) DOMESTIC**<br>HUMIDIFIERS (SELF CONTAINED) DOMESTIC | |
| N4520M | **GEOTHERMAL HEATING AND COOLING EQUIPMENT**<br>GEOTHERMAL HEATING AND COOLING EQUIPMENT | |
| N4530 | **FUEL BURNING EQUIPMENT UNITS**<br>Fuel Burning Equipment Units Includes Oil Burners; Stokers; Gas Burners. | |
| N4530A | **BURNERS, OIL**<br>BURNERS, OIL | |
| N4530AA | **BURNERS, OIL, COMMERCIAL**<br>BURNERS, OIL, COMMERCIAL | |
| N4530AC | **BURNERS, GAS, COMMERCIAL**<br>BURNERS, GAS, COMMERCIAL | |
| N4530B | **OIL BURNER, COMPONENTS**<br>OIL BURNER, COMPONENTS | |
| N4540 | **WASTE DISPOSAL EQUIPMENT**<br>WASTE DISPOSAL EQUIPMENT | |
| N4540A | **GARBAGE DISPOSAL UNITS**<br>GARBAGE DISPOSAL UNITS | |
| N4540AA | **GARBAGE DISPOSAL MACHINE, COMMERCIAL**<br>GARBAGE DISPOSAL MACHINE, COMMERCIAL | |
| N4540AD | **GARBAGE DISPOSAL UNITS, N.E.S.**<br>GARBAGE DISPOSAL UNITS, N.E.S. | |
| N4540B | **HEATERS, IMMERSION OILS, INDUSTRIAL**<br>HEATERS, IMMERSION OILS, INDUSTRIAL | |
| N4540C | **HEATING ELEMENT ELECTRIC (SMALL APPLIANCES) TO CROWN**<br>HEATING ELEMENT ELECTRIC (SMALL APPLIANCES) TO CROWN | **SPECIFICATION**<br>SPECIFICATION |
| N4540D | **INCINERATORS**<br>INCINERATORS | |
| N4540DA | **INCINERATOR, SEWAGE AND SOLIDS**<br>INCINERATOR, SEWAGE AND SOLIDS | |
| N4540E | **SEPTIC TANKS**<br>SEPTIC TANKS | |
| N4540G | **DISPOSAL EQUIPMENT, FLUORESCENT LAMP (BULB)**<br>DISPOSAL EQUIPMENT, FLUORESCENT LAMP (BULB) | |
| N46 | **Water Purification And Sewage Treatment Equipment**<br>Water Purification And Sewage Treatment Equipment | |
| N46 | **Water Purification and Sewage Treatment Equipment**<br>Water Purification and Sewage Treatment Equipment | |
| N4600 | **WATER PURIFICATION AND SEWAGE TREATMENT EQUIPMENT**<br>Water purification and sewage treatment equipment | |
| N4610 | **WATER PURIFICATION EQUIPMENT**<br>Water Purification Equipment Includes Filtration Equipment; Water Stills Lifesaving. | |
| N4610A | **ANTI-POLLUTION CHLORINATION SYSTEMS, MARINE**<br>ANTI-POLLUTION CHLORINATION SYSTEMS, MARINE | |
| N4610B | **ANTI-POLLUTION EQUIPMENT - OIL SPILLS**<br>ANTI-POLLUTION EQUIPMENT - OIL SPILLS | |
| N4610BA | **ANTI-POLLUTION OIL BOOMS**<br>ANTI-POLLUTION OIL BOOMS | |

| GSIN Categories (114) | |
|---|---|
| N4610BB | **ANTI-POLLUTION OIL RECOVERY SYSTEMS**<br>ANTI-POLLUTION OIL RECOVERY SYSTEMS |
| N4610BC | **OIL BOOM DEVELOPMENT REEL**<br>OIL BOOM DEVELOPMENT REEL |
| N4610BE | **OIL DISPERSANT AND ABSORBENT SYSTEMS**<br>OIL DISPERSANT AND ABSORBENT SYSTEMS |
| N4610BF | **OIL POLLUTION EQUIPMENT (N.E.S.)**<br>OIL POLLUTION EQUIPMENT (N.E.S.) |
| N4610BG | **OIL RECOVERY AND STORAGE VESSEL**<br>OIL RECOVERY AND STORAGE VESSEL |
| N4610BH | **CONTAINERS, OIL STORAGE, RUBBER**<br>CONTAINERS, OIL STORAGE, RUBBER |
| N4610E | **FILTER, FLUID, WATER PURIFICATION**<br>FILTER, FLUID, WATER PURIFICATION |
| N4610L | **WATER PURIFICATION SYSTEMS**<br>WATER PURIFICATION SYSTEMS |
| N4610LA | **WATER PURIFICATION SYSTEM, REVERSE OSMOSIS**<br>WATER PURIFICATION SYSTEM, REVERSE OSMOSIS |
| N4610LB | **WATER PURIFICATION SYSTEM, ULTRAVIOLET**<br>WATER PURIFICATION SYSTEM, ULTRAVIOLET |
| N4610LC | **WATER PURIFICATION EQUIPMENT (N.E.S)**<br>WATER PURIFICATION EQUIPMENT (N.E.S) |
| N4610LD | **WATER PURIFICATION SYSTEMS, DISINFECTANT ADDITION**<br>WATER PURIFICATION SYSTEMS, DISINFECTANT ADDITION |
| N4610N | **WATER SEPARATORS**<br>WATER SEPARATORS |
| N4610P | **WATER SOFTENERS**<br>WATER SOFTENERS |
| N4610Q | **WATER SOFTENING EQUIPMENT**<br>WATER SOFTENING EQUIPMENT |
| N4610R | **WATER SOFTENING SYSTEM**<br>WATER SOFTENING SYSTEM |
| N4610T | **ANTI-POLLUTION SILT BOOMS**<br>ANTI-POLLUTION SILT BOOMS |
| N4620 | **WATER DISTILLATION EQUIPMENT, MARINE AND INDUSTRIAL**<br>Water Distillation Equipment, Marine and Industrial |
| N4620A | **WATER DISTILLATION EQUIPMENT**<br>WATER DISTILLATION EQUIPMENT |
| N4620AA | **WATER DISTILLATION EQUIPMENT (EXCEPT MARINE)**<br>WATER DISTILLATION EQUIPMENT (EXCEPT MARINE) |
| N4620AB | **WATER DISTILLATION EQUIPMENT (MARINE)**<br>WATER DISTILLATION EQUIPMENT (MARINE) |
| N4620ABA | **WATER DISTILLATION EQUIPMENT, MARINE, REVERSE OSMOSIS**<br>WATER DISTILLATION EQUIPMENT, MARINE, REVERSE OSMOSIS |
| N4620ABB | **WATER DISTILLATION EQUIPMENT, MARINE, STEAM OPERATED**<br>WATER DISTILLATION EQUIPMENT, MARINE, STEAM OPERATED |
| N4620ABC | **WATER DISTILLATION EQUIPMENT, MARINE, HEAT RECOVERY**<br>WATER DISTILLATION EQUIPMENT, MARINE, HEAT RECOVERY |
| N4630 | **SEWAGE TREATMENT EQUIPMENT**<br>Sewage Treatment Equipment |
| N4630AC | **SCREENS, SEWAGE TREATMENT PLANT**<br>SCREENS, SEWAGE TREATMENT PLANT |
| N4630AF | **CLARIFIER/SETTLING TANK**<br>CLARIFIER/SETTLING TANK |

| GSIN Categories (114) | |
|---|---|
| N4630AG | **FIELD ERECTED TREATMENT PLANTS**<br>FIELD ERECTED TREATMENT PLANTS |
| N4630AK | **AERATOR MECHANICAL**<br>AERATOR MECHANICAL |
| N4630AL | **SLUDGE COLLECTOR**<br>SLUDGE COLLECTOR |
| N4630AP | **SLUDGE DE-WATERING EQUIPMENT**<br>SLUDGE DE-WATERING EQUIPMENT |
| N4630AS | **PACKAGE PLANT - MARINE**<br>PACKAGE PLANT - MARINE |
| N4630BA | **DISTILLATION PLANT, SEWAGE TREATMENT**<br>DISTILLATION PLANT, SEWAGE TREATMENT |
| N4630BC | **CHLORINATION PLANT, SEWAGE TREATMENT**<br>CHLORINATION PLANT, SEWAGE TREATMENT |
| N4630BE | **MIXERS, SEWAGE TREATMENT PLANT**<br>MIXERS, SEWAGE TREATMENT PLANT |
| N4630BF | **LIFT STATIONS**<br>LIFT STATIONS |
| N4630BG | **SUBMERSIBLE SEWAGE PUMPS**<br>SUBMERSIBLE SEWAGE PUMPS |
| N4630BH | **SOLIDS PUMPS, SEWAGE TREATMENT PLANT**<br>SOLIDS PUMPS, SEWAGE TREATMENT PLANT |
| N4630BJ | **BLOWERS, SEWAGE AERATION**<br>BLOWERS, SEWAGE AERATION |
| N4630BL | **INSTRUMENTS AND CONTROLS, SEWAGE TREATMENT PLANT**<br>INSTRUMENTS AND CONTROLS, SEWAGE TREATMENT PLANT |
| N4630BM | **SAMPLERS, SEWAGE TREATMENT PLANT**<br>SAMPLERS, SEWAGE TREATMENT PLANT |
| MERX Categories (4) | |
| N | **Services**<br>Services |
| N14 | **Utilities**<br>Utilities |
| G | **Goods**<br>Goods |
| G18 | **Industrial Equipment**<br>Industrial Equipment |
| G19 | **Machinery and Tools**<br>Machinery and Tools |
| G6 | **Construction Products**<br>Construction Products |
| UNSPSC Categories (21) | |
| 48000000 | **Service Industry Machinery and Equipment and Supplies** |
| 48100000 | **Institutional food services equipment** |
| 48101500 | **Cooking and warming equipment** |
| 48101600 | **Food preparation equipment** |
| 48101700 | **Food and beverage dispensing equipment** |
| 48101800 | **Cookware and kitchen tools** |
| 48101900 | **Tabletop and serving equipment** |
| 48102000 | **Restaurant furniture** |

| UNSPSC Categories (21) | |
|---|---|
| 48102100 | **Storage and handling equipment and supplies** |
| 48110000 | **Vending machines** |
| 48111000 | **Liquid vending machines** |
| 48111100 | **Piece and part vending machines** |
| 48111200 | **Prepared to order food vending machines** |
| 48111300 | **Service and ticket vending machines** |
| 48111400 | **Currency vending machines** |
| 48120000 | **Gambling or wagering equipment** |
| 48121100 | **Coin operated gambling machines** |
| 48121200 | **Gambling tables and games** |
| 48121300 | **Gambling management and networked wagering systems** |
| 22000000 | **Building and Construction Machinery and Accessories** |
| 22100000 | **Heavy construction machinery and equipment** |
| 22101500 | **Earth moving machinery** |
| 22101600 | **Paving equipment** |
| 22101700 | **Heavy equipment components** |
| 22101800 | **Aerial lifts** |
| 22101900 | **Building construction machinery and accessories** |
| 22102000 | **Building demolition machinery and equipment** |

90 S 400 W STE 600
SALT LAKE CITY, UT 84101-1431

The Salt Lake Tribune

# PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL
RFP ADS
PO BOX 219
Staples, MN 56479
RFPAds@sourcewell-mn.gov

ACCOUNT NUMBER

21495

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5481

ORDER #

SLT0036164

CUSTOMER REFERENCE NUMBER

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities.

TOTAL COST

$55.40

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.
**SLT0036164**

AFFIDAVIT OF PUBLICATION

AS THE SALT LAKE TRIBUNE, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. FOR SOURCEWELL WAS PUBLISHED BY THE SALT LAKE TRIBUNE, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 12/31/2025

DATE 12/31/2026

SIGNATURE

STATE OF UTAH
COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 31st DAY OF DECEMBER IN THE YEAR 2025

BY Doug Ryle

LAREE WHITMER
Notary Public
State of Utah
My Commission Expires December 9, 2028
Commission Number 740391

NOTARY PUBLIC SIGNATURE

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910

DeseretNews.

# PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL
Scott Dobereiner
PO Box 219
Staples, MN 56479-0219

ACCOUNT NUMBER

69553

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5481

ORDER #

DN0030495

CUSTOMER REFERENCE NUMBER

RFP # 021726

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities.

TOTAL COST

$43.10

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://pro-portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.
**DN0030495**

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE FOR SOURCEWELL** WAS PUBLISHED BY DESERET NEWS, INC., BIWEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 12/31/2025

DATE 01/02/2026

SIGNATURE Karyn Vigil

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 2nd DAY OF JANUARY IN THE YEAR 2026

BY KARYN VIGIL

LENEA TAPUSOA
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 737955
COMM. EXP. 07-01-2028

L Tapusoa
NOTARY PUBLIC SIGNATURE

INDIANAPOLIS
BUSINESS JOURNAL

IBJ CORP.
ONE MONUMENT CIRCLE | SUITE 300, INDIANAPOLIS, INDIANA 46204, (317) 634-6200
Federal ID No. 35-1814931

***ORIGINAL INVOICE***

Please keep this copy of your invoice for your records.

**Sourcewell**
**www.sourcewell-mn.gov**

**Date: 1/9/2026**

| Invoice Number | Description | Amount |
|---|---|---|
| **26-0095** | **Sourcewell Municipal Pumping Equipment** | **$ 147.50** |
| **Published on:** | **01/02/26 , 01/09/26** | |

Payment Received → **($ 0.00)**
Balance Due → **$ 147.50**

INDIANAPOLIS
BUSINESS JOURNAL

IBJ CORP.
ONE MONUMENT CIRCLE | SUITE 300, INDIANAPOLIS, INDIANA 46204, (317) 634-6200
Federal ID No. 35-1814931

***REMITTANCE COPY***

Please return this copy with your remittance.

**Sourcewell**
**www.sourcewell-mn.gov**

**Date: 1/9/2026**

| Invoice Number | Description | Amount |
|---|---|---|
| **26-0095** | **Sourcewell Municipal Pumping Equipment** | **$ 147.50** |
| **Published on:** | **01/02/26 , 01/09/26** | |

Payment Received → **($ 0.00)**
Balance Due → **$ 147.50**

General Form No. 99P (Rrev. 2009)

Form Prescribed by the State Board of Accounts

**Sourcewell**

(Governmental Unit)

Marion County, Indiana

TO INDIANAPOLIS BUSINESS JOURNAL

IBJ CORP ONE MONUMENT CIRCLE | SUITE 300
INDIANAPOLIS, INDIANA 46204 (317) 634-6200

# PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, either of which shall total more than four solid lines of type in which the body of the advertisement is set) - number of equivalent lines." ----------

Head -- number of lines ---------- ----------

Body -- number of lines ---------- ----------

Tail -- number of lines ---------- ----------

Total number of lines in notice ---------- ----------

COMPUTATION OF CHARGES

lines. columns wide, equals equivalent lines at cents per line ---------- ----------

Additional charges for notices containing rule or tabular work (50 percent of above amount ---------- ----------

Charge for extra proofs of publication ($1.00 for each proof in excess of two) ---------- ----------

TOTAL AMOUNT OF CLAIM ---------- ==========

DATA FOR COMPUTING COST

Width of single column in picas 9.6 Size of type 7 point

Number of insertions **2**

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper **2 times.** The dates of publication being as follows:

**01/02/26 , 01/09/26**

Additionally, the statement checked below is true and correct:

..... Newspaper does not have a Web site.

X Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.

..... Newspaper has a Web site but refuses to post the public notice.

..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on .....

**Date: Jan 9, 2026**

**1 OF 2**
**26-0095**
**Sourcewell**

Aleaha Whitney
Title: CCR Administrative Assistant

LEGAL ADVERTISING

See table of legal rates in the applicable State Board of Accounts Bulletin

Claim No. _____ Warrant No. _____

**IN FAVOR OF**
**INDIANAPOLIS BUSINESS JOURNAL**
One Monument Circle, Suite 300, Indianapolis, Indiana 46204
Federal I.D. No.: 35-1814931

$_____

ON ACCOUNT OF APPROPRIATION FOR

_____

Appropriation No. _____

ALLOWED _____, ____

IN THE SUM OF $_____

_____

_____

_____

_____

_____

_____

I have examined the within claim and hereby certify as follows:

That it is in proper form.

That it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently correct / incorrect

_____

I certify that the within claim is true and correct; that the services there in itemized and for which charge is made were ordered by me and were necessary to the public business

_____

_____, ____

Publication date:
**CCR_010926_converted**

PN#:
**26-0095**

Public Notice Category:
**Notice_to_Bidders_NB**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.
26-0095--01:02--09

LocaliQ
Indiana/Kentucky
GANNETT

PO Box 630485 Cincinnati, OH 45263-0485

# AFFIDAVIT OF PUBLICATION

Sourcewell
202 12Th ST NE
Staples MN 56479-2438

STATE OF WISCONSIN, COUNTY OF BROWN

The Indianapolis Star, a daily newspaper published in the city of Indianapolis, Marion County, State of Indiana, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

12/30/2025, 01/06/2026

and that the fees charged are legal.
Sworn to and subscribed before on 01/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5.19.27

My commission expires

| | | |
|---|---|---|
| Publication Cost: | $463.00 | |
| Tax Amount: | $0.00 | |
| Payment Cost: | $463.00 | |
| Order No: | 11933523 | # of Copies: |
| Customer No: | 1383259 | 0 |
| PO #: | LSBN0427256 | |

THIS IS NOT AN INVOICE!

*Please do not use this form for payment remittance.*

NANCY HEYRMAN
Notary Public
State of Wisconsin

Form Prescribed by State Board of Accounts

General Form No. 99P (Rev. 2002)

_____

To: IND Indianapolis Star

(Government Unit)

_____County, Indiana _____

| | | |
|---|---|---|
| | 34 lines, 1.0000 columns wide which equals 34 equivalent lines at $6.81 per line @ 2 days | $463.00 |
| Acct #: 1383259 | | |
| Ad #: 11933523 | Website Publication | $0.00 |
| DATA FOR COMPUTING COST | Charge for proof(s) of publication | $0.00 |
| Width of single column 1.53 in | | |
| Number of insertions 2 | TOTAL AMOUNT OF CLAIM | $463.00 |
| Size of type 7 point | | |

Claim No. _____ Warrant No. _____

IN FAVOR OF

I have examined the within claim and hereby certify as follows:

That it is in proper form.

That it is duly authenticated as required by law.

That is is based upon statutory authority.

That it is apparently (correct)

(incorrect)

_____

_____

$_____

On Account of Appropriation For

FED ID

83-2810977

Allowed _____, 20_____

In the sum of $_____

_____

I certify that the within claim is true and correct, that the services there-in itemized and for which charge is made were ordered by me and were necessary to the public business.

_____

_____

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 17, 2026 at 4:30 p.m. Central Time, and late proposals will not be considered.

HSPAXLP

December 30, January 6 2026

LSBN0427256

**Thompson Pump #021726-TPM**

Pricing for contract #021726-TPM offers Sourcewell participating agencies the following discounts:

- TPM Direct pricing offers a 25% discount off MSRP
- Municipal Distributor pricing offers a 12% discount off MSRP
- Offers 15% discount on service labor rates and spare parts
- Used and demo equipment is priced on a case-by-case basis
- Volume discounts are available

# 18” Vacuum-Assisted Solids Handling Pump

## 18JSVK-DJDS-90H-DC

With its heavy-duty construction and fast priming capabilities, this solids handling jet pump leads the industry in construction, industrial and municipal applications. The Thompson 18JSVK is designed for high flows to 10,500 gpm and heads to 130 feet making it perfect for sewage bypass pumping or general construction dewatering.



Consult factory for other versions & options including site trailers, sound attenuation, etc.

| Pump End Materials | |
|---|---|
| **Pump Casing** | Heavy-duty 65-45-12 ductile-iron. |
| **Impeller** | Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile-iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; Diameter 17.5”. |
| **Mechanical Seal** | 3” dry-running, oil or grease lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non-pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless-steel and Viton. |
| **Head** | Rugged, back pull out design, heavy-duty class 30 cast-iron with tapered bore design. |
| **Bearings & Frame** | Heavy-duty grease lubricated to carry both axial and radial loads. Frame, heavy-duty class 30 cast-iron. |
| **Shaft** | SAE 1144 steel fitted with a renewable 416 stainless-steel shaft sleeve. |

| Technical Specifications | | | |
|---|---|---|---|
| Suction Size | 18 in (45.72cm) | Approximate Dry Weight | 14,000 lbs (6,349 kg) |
| Discharge Size | 18 in (45.72 cm) | Best Efficiency | 75% |
| Maximum Solids Handling | 3 in (7.62 cm) | Maximum Operating Speed | 1,258 rpm |
| Maximum Operating Temperature | 200° F (93.33° C) | Maximum Operating Pressure | 56.3 psi (388.02 kPa) |

| Fuel Tank Options* | | John Deere |
|---|---|---|
| Modular (M) | 220 Gal | 17.0 Hours |
| Double-Wall (D) | 187 Gal | 14.0 Hours |

*Contact factory for fuel tank sizes not listed above.

**Thompson Pump and Manufacturing Co., Inc.**
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
Fax 386-761-0362
sales@thompsonpump.com

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-217- A Resolution of the City Commission of the City of Boynton Beach, Florida, approving Amendment No. 1 to the Cooperative Agreement with Lhoist North America of Alabama, LLC, under the Southeast Florida Governmental Purchasing Cooperative Group Bid No. 23-36B (City of Tamarac, lead agency), for the furnishing, delivery, and discharge of Quicklime for the East Water Treatment Plant, exercising the final three-year renewal for the period November 1, 2026, through October 31, 2029, with annual expenditure authority not to exceed $800,000 per year for years 2027, 2028, and 2029, for a total not to exceed $2,400,000; authorizing the Mayor to execute the amendment; and providing an effective date.**

**Requested Action:** Staff recommends approval of Proposed Resolution No. R26-217.

---

**Explanation of Request:**

The Utilities Department uses Calcium Oxide (Quicklime) at the East Water Treatment Plant to soften drinking water in compliance with the Safe Drinking Water Act.

On October 7, 2025, the City Commission approved Resolution No. R25-272, a Co-Op Agreement with Lhoist North America of Alabama, LLC under the Southeast Florida Governmental Purchasing Cooperative Group Bid No. 23-36B for Quicklime. That approval set annual expenditure authority at $733,000 for 2025 and $807,070 for 2026. The agreement expires on October 31, 2026, and Amendment No. 1 exercises the one remaining three-year renewal, consistent with the City of Tamarac's renewal of the master agreement. The request is to approve the contract for the following period: November 1, 2026, through October 31, 2029, with no further renewal options remaining under the agreement.

Pricing adjusts each November 1 by the percentage change in the CPI-U plus one percent. Two factors drive the adjustment: increased demand for drinking water production and annual chemical cost escalation. Under the master agreement.

During its review, Procurement Services found that the prior projection had been overestimated. Procurement worked with the Utilities Department to validate the forecast and revise the figures, and both parties have agreed to an annual expenditure authority of $800,000. The department has confirmed that this amount will be sufficient for each remaining year of the contract term

Staff recommends that the City Commission approve annual expenditure authority for Quicklime under Southeast Florida Governmental Purchasing Cooperative Group Bid No. 23-36B of $800,000 annually from 2027 through 2029, ensuring continued compliance with water treatment requirements and uninterrupted operations at the East Water Treatment Plant.

**How will this affect city programs or services?**

It ensures an uninterrupted supply of quicklime for water treatment at a competitively bid cooperative price, without a separate procurement.

**Budgeted Item:** Yes

**Account Line Item and Description:** Account # 401-2811-536-52-35 Operating supplies/Process Chemicals

**Procurement Methodology Bids and Purchases Only:** This procurement was competitively solicited by the City of Tamarac, serving as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op), under Bid No. 23-36B for Quicklime (Calcium Oxide). The solicitation expressly named the City of Boynton Beach as a participating entity, allowing the City to purchase under the resulting agreement. The City is acquiring Quicklime from Lhoist North America of Alabama, LLC pursuant to the Purchasing Policy exemption for contracts awarded by other governmental entities through competitive agreements.

**The Co-Op contract meets the City's procurement requirements as follows:**

1. **Competitive Solicitation:** The agreement was awarded through a formal competitive bid (Bid No. 23-36B) conducted by a governmental entity, the City of Tamarac, as lead agency.
2. **Participating Entity:** The solicitation specifically identified the City of Boynton Beach as a participating entity, authorizing purchases under the agreement.
3. **Prior Commission Approval:** The City Commission approved the piggyback agreement with Lhoist North America of Alabama, LLC on October 7, 2025, through Resolution No. R25-272.
4. **Renewal Consistent with Master Agreement:** Amendment No. 1 exercises the one remaining three-year renewal for the period of November 1, 2026, through October 31, 2029, consistent with the City of Tamarac's renewal of the master agreement. No further renewal options remain.
5. **Pricing:** Under the master agreement, pricing adjusts each November 1 by the percentage change in the CPI-U plus one percent.
6. **Expenditure Authority:** Staff recommends annual expenditure authority of $800,000 per year for 2027, 2028, and 2029, for a total not-to-exceed amount of $2,400,000 over the renewal term.

Expenditures will be made only through purchase orders issued against the Co-Op agreement, at the contract pricing established under Bid No. 23-36B, and are subject to annual budget appropriation.

**Fiscal Impact:** The fiscal impact is $800,000 in 2027, $800,000 in 2028, and $800,000 in

2029, for a total not to exceed $2,400,000 over the renewal term. Funds are budgeted in the Utilities Department operating budget.

---

**Attachments:**
R26-217 Agenda_Item_5161-2026_-_Resolution_R26-XXX_Amendment_No._1_-_Lhoist_North_America_-_25-083PB_Quicklime_Co-Op.docx
Exhibit A to Resolution: Amendment No 1 - Lhoist - COBB 25-083PB - Final 10.28.2026.pdf
SE FL COOP Amendment 1 (Executed) 11.2025.pdf
SE Florida COOP CPI-U 4Q 2026.xlsx
R25-272 Executed Agreement (1).pdf

**RESOLUTION NO. R26-217**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND RATIFYING AMENDMENT NO. 1 TO THE CO-OPERATIVE AGREEMENT WITH LHOIST NORTH AMERICA OF ALABAMA, LLC, FOR THE FURNISH, DELIVERY, AND DISCHARGE OF QUICKLIME, RENEWING THE AGREEMENT FOR A THREE (3) YEAR TERM FROM NOVEMBER 1, 2026, THROUGH OCTOBER 31, 2029, AND APPROVING ANNUAL EXPENDITURE AUTHORITY OF $800,000.00 FOR EACH CONTRACT YEAR OF THE RENEWAL TERM, FOR A TOTAL AMOUNT NOT TO EXCEED $2,400,000.00 FOR THE RENEWAL TERM; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City's Utilities Department uses calcium oxide ("Quicklime") at the East Water Treatment Plant to soften drinking water in compliance with the Safe Drinking Water Act; and

**WHEREAS**, on October 7, 2025, by Resolution No. R25-272, the City Commission approved a cooperative agreement, Contract No. 25-083PB, with Lhoist North America of Alabama, LLC ("Vendor") for the furnishing, delivery, and discharge of Quicklime under Southeast Florida Governmental Purchasing Cooperative Group ("Co-Op") Bid No. 23-36B (the "Agreement"), and established annual expenditure authority as set forth therein; and

**WHEREAS**, the Co-Op contract with Vendor was awarded by the City of Tamarac under ITB No. 23-36B (the "Master Agreement"), and although the Agreement and its amendment are titled as a "Piggyback Agreement," the Agreement is a co-operative purchasing agreement under Co-Op Bid No. 23-36B; and

**WHEREAS**, Section IX.8 – Alternatives to Formal Sealed Bids of the City's Purchasing Policy Manual authorizes the City to utilize co-operative group contracts established by purchasing cooperative groups of governmental entities; and

**WHEREAS**, on November 19, 2025, the City of Tamarac and Vendor executed Amendment #1 to the Master Agreement, renewing the Master Agreement for one (1) additional three (3) year period from November 1, 2026, through October 31, 2029, and providing that pricing adjusts each November 1 by the percentage change in the Consumer Price Index for All Urban Consumers ("CPI-U") plus one percent (1%); and

**WHEREAS**, Procurement Services, in coordination with the Utilities Department, reviewed

and validated the forecast of Quicklime usage and costs for the renewal term, determined that the prior projection had been overestimated, and determined that annual expenditure authority of $800,000.00 is sufficient for each contract year of the renewal term, including the annual price adjustments under 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 and ratify the Amendment and to approve annual expenditure authority for Quicklime under Co-Op Bid No. 23-36B of $800,000.00 for each contract year of the renewal term, provided that total expenditures for the renewal term do not exceed $2,400,000.00, ensuring continued compliance with water treatment requirements and uninterrupted operations at the East Water Treatment Plant.

**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 and ratify the Amendment, in form and substance similar to that attached as **Exhibit A**, effective as of November 1, 2026, renewing the Agreement for the period of November 1, 2026, through October 31, 2029 (the "Renewal Term"), and approves annual expenditure authority for Quicklime under Co-Op Bid No. 23-36B of $800,000.00 for each contract year of the Renewal Term (November 1, 2026, through October 31, 2027; November 1, 2027, through October 31, 2028; and November 1, 2028, through October 31, 2029), for a total amount not to exceed $2,400,000.00. Expenditures in each fiscal year are subject to annual appropriation by the City Commission. The City Commission further ratifies all Quicklime furnished by Vendor, and all payments made by the City, from November 1, 2026, through the date of complete execution of the Amendment, at the rates set forth in the Master Agreement, as amended. Notwithstanding its title, the Agreement shall be treated as a co-operative purchasing agreement under Co-Op Bid No. 23-36B.

**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

ordering documents up to the annual expenditure authority approved herein, any ancillary documents required under the Agreement, as amended, or necessary to accomplish the purposes of this Resolution, and any amendments to the Agreement that do not modify the scope of services, the annual expenditure authority, or the total not to exceed amount.

**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 Taralyn Pratt, Assistant Procurement Manager, to forward to the Vendor.

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

**PASSED AND ADOPTED** this _____ day of _____ 2026.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Tammy Stanzione
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

# AMENDMENT NO. 1 TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE FURNISH, DELIVER, AND DISCHARGE OF QUICKLIME

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Lhoist North America of Alabama, LLC, an Alabama limited liability company authorized to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

## RECITALS

A. The Parties entered into that certain Piggyback Agreement, Contract No. 25-083PB, made as of September 8, 2025, and approved by the City Commission by Resolution No. R25-272 on October 7, 2025 (the "Agreement"), for the Furnish, Deliver, and Discharge of Quicklime, under which the City piggybacks the City of Tamarac's agreement with Vendor awarded under ITB No. 23-36B (the "Master Agreement").

B. Section 2 of the Agreement provides that the Agreement may be renewed for one (1) additional three-year term, subject to the renewal or extension of the Master Agreement.

C. On November 19, 2025, the City of Tamarac and Vendor executed Agreement Amendment #1 to the Master Agreement (the "Master Agreement Amendment"), which renewed the Master Agreement for one (1) additional three (3) year period beginning November 1, 2026, through October 31, 2029; replaced Contract Exhibit A (Schedule of Prices) with a Contract Exhibit A dated October 25, 2025; and provides for annual price adjustments each November 1 based on the percentage change in the CPI-U (Series ID CUUR0000SA0) plus one percent (1%).

D. The Parties desire to amend the Agreement to exercise the renewal option for the three (3) year renewal term, consistent with the Master Agreement Amendment, and to establish the not-to-exceed compensation for the renewal term.

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:

Term Renewal (Section 2). Pursuant to Section 2 of the Agreement, the Parties hereby exercise the one (1) additional three-year renewal option. The term of the Agreement is renewed for the period of November 1, 2026, through October 31, 2029 (the "Renewal Term"). No further renewal options remain under the Agreement.

Compensation (Section 3). Section 3 of the Agreement is amended to add the following: "During the Renewal Term, the City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement, as amended, in an amount not to exceed Eight Hundred Thousand Dollars and Zero Cents ($800,000.00) per year, for a total amount not to exceed Two Million Four Hundred Thousand Dollars and Zero Cents ($2,400,000.00) for the Renewal Term."

Vendor Name. All references in the Agreement to "Lhoist America of Alabama, LLC" are corrected to read "Lhoist North America of Alabama, LLC."

4. 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 included 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.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new section is added to the Agreement as follows:

(a) 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.

7. This Amendment shall be effective as of November 1, 2026, regardless of the date of its execution by the Parties. The Parties ratify and confirm all quicklime furnished by Vendor and all

payments made by City under the Agreement from November 1, 2026, through the date of complete execution of this Amendment, and such deliveries and payments shall be governed by the Agreement as amended by this Amendment.

8. 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.)*

**CITY**

CITY OF BOYNTON BEACH

By:_____
Rebecca Shelton, Mayor

____ day of _____, 202__

Attest:_____
Tammy Stanzione, City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____
Shawna G. Lamb, City Attorney

**VENDOR**

LHOIST NORTH AMERICA OF ALABAMA, LLC

By: Mark Milner
(Signature)

Mark Milner, CEO
Print Name and Title

Mark.Milner@Lhoist.com
Email Address

30th day of October, 2025

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30



# AGREEMENT AMENDMENT #1
# BETWEEN THE CITY OF TAMARAC
# AND
# LHOIST NORTH AMERICA OF ALABAMA, LLC

The City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Lhoist North America of Alabama, LLC, an Alabama corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor"), agree to amend the Agreement between the City of Tamarac and Lhoist North America of Alabama, LLC, that was made and entered into on October 11, 2023, as amended, (the "Agreement") as follows:

1. Pursuant to Section 4. Term of the Agreement, the City and Contractor agree to exercise the renewal option to renew the contract for one additional three (3) year period, beginning November 1, 2026, through October 31, 2029.

2. Contract Exhibit A of the Agreement is hereby replaced in its entirety with the attached Contract Exhibit A, dated October 25, 2025, which shall become effective upon execution of this Amendment.

3. Subsection 5.1 of the Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

   "Contract Pricing shall be based on delivered cost per ton. The Contract Sum includes all labor, materials and freight charges. Pricing shall be firm for each year of the Term as indicated in Contract Exhibit A. Beginning November 1, 2026, adjustments to the Contract Sum will be made annually, and adjusted by the percentage change of the CPI-U Series ID CUUR0000SA0, using previous 12-month period average September 2025 - August 2026 plus one percent (1%). Contractor will use three decimal places to be consistent with the data provided by the Bureau of Labor Statistics. These adjustments will occur each November 1st for the remainder of the Term"

4. All other provisions of the Agreement remain in effect as written.

Remainder of Page Intentionally Blank

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30



IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Agreement on the respective dates under each signature. The City of Tamarac signing by and through its City Manager, and Lhoist North America of Alabama, LLC, signing by and through its Executive Vice President, duly authorized to execute same.

Initial EH

Initial MA

DS

**CITY OF TAMARAC**

Signed by: Levent Sucuoglu

Levent Sucuoglu, City Manager

11/19/2025

Date

ATTEST:

Signed by: Kimberly Dillon

Kimberly Dillon, CMC
City Clerk

11/19/2025

Date

Approved as to form and legal sufficiency:

Signed by: Hans Ottinot

Hans Ottinot, City Attorney

11/19/2025

Date

ATTEST:

Kenneth Curtiss, Corporate Secretary

**LHOIST NORTH AMERICA OF ALABAMA, LLC**

Mark Milner, Executive Vice President

11/4/25

Date

(CORPORATE SEAL)

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30



CORPORATE ACKNOWLEDGEMENT

STATE OF Texas :
:SS
COUNTY OF Tarrant :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Mark Milner, Executive Vice President, Commercial for Lhoist North America of Alabama, LLC, an Alabama limited liability company, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 4th day of Nov, 2025.

Signature of Notary Public
State of Texas at Large

RACHEL GALVAN
My Notary ID # 128343345
Expires July 30, 2026

Rachel Galvan
Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☑ DID NOT take an oath.

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30



# Contract Exhibit A - Schedule of Prices
## October 25, 2025

| AGENCY | DELIVERED PRICE (INITIAL TERM) | | | DELIVERED PRICE (RENEWAL TERM) | | |
|---|---|---|---|---|---|---|
| | PER TON YEAR 1 | PER TON YEAR 2 | PER TON YEAR 3 | PER TON YEAR 4 | PER TON YEAR 5 | PER TON YEAR 6 |
| **Table 1 -- TYPE 1 - Pebble Lime** | | | | | | |
| City of Boynton Beach | $ 448.38 | $ 493.22 | $ 511.72 | Previous Year Price + (CPI-U+ 1%) | | |
| Broward County Dist. 1 | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| Broward County Dist. 2 | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Coral Springs **(1)** | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| Town of Davie | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Dania Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Deerfield Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Fort Lauderdale (2) | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Hallandale Beach **(3)** | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Lake Worth Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Lauderhill | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of North Lauderdale | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of North Miami | $ 448.38 | $ 493.22 | $ 511.72 | Previous Year Price + (CPI-U+ 1%) | | |
| Village of Palm Springs | $ 451.23 | $ 496.36 | $ 514.98 | Previous Year Price + (CPI-U+ 1%) | | |
| Village of Palm Springs | $ 451.23 | $ 496.36 | $ 514.98 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Pompano Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Riviera Beach | $ 451.23 | $ 496.36 | $ 514.98 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Sunrise | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Sunrise | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| Village of Wellington | $ 449.79 | $ 494.77 | $ 513.33 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Delray Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Hollywood | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Margate | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of North Miami Beach | $ 448.38 | $ 493.22 | $ 511.72 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Pembroke Pines | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Tamarac | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of West Palm Beach | $ 449.79 | $ 494.77 | $ 513.33 | Previous Year Price + (CPI-U+ 1%) | | |

## SE Florida CO-OP

| Cost Factor | Basis | Percentage of Purchase Price | Base Period Index Value (September 2024-August 2025) | Base Period Price Breakdown | ESTIMATE Period Index Value | ESTIMATE Adjustment Period Percentage (d=c/a) |
|---|---|---|---|---|---|---|
| **CPI All Urban Consumers** | CUUR0000SA0 | 100.00% | 319.21 | 100.00 | 329.66 | 3.27% |
| | | | **Base Price** | **100.00** | +1% | 1.00% |
| | | | | | **Increase Percentage** | 4.27% |
| | | | | | **New Price Adjust Factor** | 104.27 |

This formula defines the annual price adjustments for 2027. Subsequent annual price adjustments will be made on October 1 for the duration of the contract. ALL UNITS ARE IN SHORT TONS.

This price adjustment formula shall use the BLS Index CPI-U series ID CUUR0000SA0, Consumer Price Index for All Urban Consumers. This is a monthly index. The average of the monthly index values for September 2024 through August 2025 will serve as the base period value. The annual price adjustment will be calculated using the average os the monthly values for period of September to August of the following year.

* Preliminary index values will be utilized in price adjustment calculation if final values have not been reported as of the price adjustment date.

| | Current Price | Adjustment Factor | New Price |
|---|---|---|---|
| Boynton Beach | $ 511.72 | 104.27 | $ 533.59 |
| Broward County D1 | $ 510.09 | 104.27 | $ 531.89 |
| Broward County D2 | $ 510.09 | 104.27 | $ 531.89 |
| Coral Springs | $ 510.09 | 104.27 | $ 531.89 |
| Davie | $ 510.09 | 104.27 | $ 531.89 |
| Dania Beach | $ 510.09 | 104.27 | $ 531.89 |
| Deerfield Beach | $ 510.09 | 104.27 | $ 531.89 |
| Fort Lauderdale | $ 510.09 | 104.27 | $ 531.89 |
| Hallandale Beach | $ 510.09 | 104.27 | $ 531.89 |
| Lake Worth Beach | $ 510.09 | 104.27 | $ 531.89 |
| Lauderhill | $ 510.09 | 104.27 | $ 531.89 |
| North Lauderdale | $ 510.09 | 104.27 | $ 531.89 |
| North Miami | $ 511.72 | 104.27 | $ 533.59 |
| Palm Springs Village | $ 514.98 | 104.27 | $ 536.99 |
| Pompano Beach | $ 510.09 | 104.27 | $ 531.89 |
| Riviera Beach | $ 514.98 | 104.27 | $ 536.99 |
| Sunrise | $ 510.09 | 104.27 | $ 531.89 |
| Wellington | $ 513.33 | 104.27 | $ 535.27 |
| Delray Beach | $ 510.09 | 104.27 | $ 531.89 |
| Hollywood | $ 510.09 | 104.27 | $ 531.89 |
| Margate | $ 510.09 | 104.27 | $ 531.89 |
| North Miami Beach | $ 511.72 | 104.27 | $ 533.59 |
| Pembroke Pines | $ 510.09 | 104.27 | $ 531.89 |
| Tamarac | $ 510.09 | 104.27 | $ 531.89 |
| West Palm Beach | $ 513.33 | 104.27 | $ 535.27 |

# Consumer Price Index for All Urban Consumers (CPI-U)
# Original Data Value

**Series Id:** CUUR0000SA0
**Not Seasonally Adjusted**
**Series Title:** All items in U.S. city average, all urban consumers, not
**Area:** U.S. city average
**Item:** All items
**Base Period:** 1982-84=100
**Years:** 2022 to 2025

No value was reported in October 2025 due to the goverr

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **2022** | 281.148 | 283.716 | 287.504 | 289.109 | 292.296 | 296.311 | 296.276 | 296.171 | 296.808 | 298.012 | 297.711 |
| **2023** | 299.170 | 300.840 | 301.836 | 303.363 | 304.127 | 305.109 | 305.691 | 307.026 | 307.789 | 307.671 | 307.051 |
| **2024** | 308.417 | 310.326 | 312.332 | 313.548 | 314.069 | 314.175 | 314.540 | 314.796 | 315.301 | 315.664 | 315.493 |
| **2025** | 317.671 | 319.082 | 319.799 | 320.795 | 321.465 | 322.561 | 323.048 | 323.976 | 324.800 | | 324.122 |
| **2026** | 325.252 | 326.785 | 330.213 | 333.020 | 335.123 | 333.952 | 333.918 | 334.980 | | | |
| **2027** | | | | | | | | | | | |
| **2028** | | | | | | | | | | | |
| **2029** | | | | | | | | | | | |
| **2030** | | | | | | | | | | | |
| Sep 2024 - Aug 2025 | 319.205 | | | | | | | | | | |
| Sep 2025 - Aug 2026 | 329.656 | 0.032742 | | | | | | | | | |

ıment shutdown. See screen print

| Dec |
|---|
| 296.797 |
| 306.746 |
| 315.605 |
| 324.054 |

U.S. BUREAU OF LABOR STATISTICS

HOME | SUBJECTS | DATA TOOLS | PUBLICATIONS | ECONOMIC RELEASES | CLASSRO

# Databases, Tables & Calculators by Subject

**Change Output Options:** From: 2021 To: 2026 GO

include graphs include annual averages More Formatting Opt

Data extracted on: September 14, 2026 (4:24:45 PM)

**Consumer Price Index for All Urban Consumers (CPI-U)**

**Series Id:** CUUR0000SA0
Not Seasonally Adjusted
**Series Title:** All items in U.S. city average, all urban consumers, not seasonally adjusted
**Area:** U.S. city average
**Item:** All items
**Base Period:** 1982-84=100

**Download:** xlsx

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | H |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2023 | 299.170 | 300.840 | 301.836 | 303.363 | 304.127 | 305.109 | 305.691 | 307.026 | 307.789 | 307.671 | 307.051 | 306.746 | 3 |
| 2024 | 308.417 | 310.326 | 312.332 | 313.548 | 314.069 | 314.175 | 314.540 | 314.796 | 315.301 | 315.664 | 315.493 | 315.605 | 3 |
| 2025 | 317.671 | 319.082 | 319.799 | 320.795 | 321.465 | 322.561 | 323.048 | 323.976 | 324.800 | -(X) | 324.122 | 324.054 | 3 |
| 2026 | 325.252 | 326.785 | 330.213 | 333.020 | 335.123 | 333.952 | 333.918 | 334.980 | | | | | 3 |

X : Data unavailable due to the 2025 lapse in appropriations

| 2024 | 308.417 | 310.326 | 312.332 | 313.548 | 314.069 | 314.175 | 314.540 | 314.796 | 315.301 | 315.664 | 315.49 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **2025** | 317.671 | 319.082 | 319.799 | 320.795 | 321.465 | 322.561 | 323.048 | 323.976 | 324.800 | -(X) | 324.12 |
| **2026** | 325.252 | 326.785 | 330.213 | | | | | | | | |

X : Data unavailable due to the 2025 lapse in appropriations




tions

| HALF1 | HALF2 |
|---|---|
| 02.408 | 306.996 |
| 12.145 | 315.233 |
| 20.229 | 324.000 |
| 30.724 | |

| HALF2 |
|---|
| 275.703 |
| 296.963 |
| 306.996 |
| 315.233 |

| | | | |
|---|---|---|---|
| 3 | 315.605 | 312.145 | 315.233 |

| | | | |
|---|---|---|---|
| 2 | 324.054 | 320.229 | 324.000 |
| | | | |

**RESOLUTION NO. R25-272**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH LHOIST AMERICA OF ALABAMA, LLC FOR FURNISHING, DELIVERY, AND DISCHARGE OF QUICKLIME, FOR AN AMOUNT NOT TO EXCEED $733,000.00 ANNUALLY FOR FY2025 AND $807,070.00 ANNUALLY FOR FY2026; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City requires Quicklime to soften drinking water in accordance with the Safe Drinking Water Act; and

**WHEREAS**, the City of Tamarac issued an "Invitation for Bid" (ITB), acting by and through Southeast Florida Governmental Purchasing Cooperative Group, to establish a cooperative purchasing agreement for the Furnish, Deliver, and Discharge of Quicklime and entered into an agreement with Lhoist America of Alabama, LLC ("Vendor"); and

**WHEREAS**, on November 7, 2023, the City Commission approved Purchase Orders for Quicklime from the Vendor utilizing the unit pricing in the Master Agreement with an annual expenditure in the amount of $550,000.00; and

**WHEREAS**, on November 19, 2024, the City Commission approved Resolution No. R24-300 to approve an increase in the annual expenditure to $612,737.00; and

**WHEREAS**, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor for the furnishing, delivery, and discharge of quicklime and increase the annual expenditure to $733,000.00 for Fiscal Year 2025 and $807,070.00 for Fiscal Year 2026.

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

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

**SECTION 2**. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for the furnishing, delivery, and discharge of quicklime for an amount not to exceed $733,000.00 annually for FY2025 and $807,070.00 annually for FY2026 (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 Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution.

**SECTION 4**. The City Clerk shall retain the fully executed 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 THE FOLLOWING PAGE]

**RESOLUTION NO. R25-272**

**PASSED AND ADOPTED** this 7th day of October 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 4-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

# PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND LHOIST NORTH AMERICA OF ALABAMA, LLC

This Piggyback Agreement is made as of this 8th day of September, 2025, by and between Lhoist America of Alabama, LLC, a Alabama Limited Liability Company authorized to transact business in Florida, with a principal address of 5600 Clearfork Main Street Suite 300, Fort Worth, TX 76109, 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 August 16, 2023, City of Tamarac (Lead Agency) issued an "Invitation for Bid" (ITB), acting by and through Southeast Florida Governmental Purchasing Cooperative Group to establish a cooperative purchasing agreement for the Furnish, Deliver, and Discharge of Quicklime; and

**WHEREAS,** City of Tamarac found Lhoist America of Alabama, LLC ("Vendor") to be a responsive, responsible bidder, and awarded it a three (3) year contract commencing November 1, 2023, and terminating October 31, 2026, with an option to extend the contract for one (1) additional three (3) year term, ITB No. 23-36B ("Master Agreement"); and

**WHEREAS,** on November 7, 2023, the City Commission approved Purchase Orders for Quicklime from the Vendor utilizing the unit pricing in the Master Agreement with an annual expenditure in the amount of $550,000.00; and

**WHEREAS,** on November 19, 2024, the City Commission approved Resolution No. R24-300 to approve an increase in the annual expenditure to $612,737.00; and

**WHEREAS,** the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations 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 soften drinking water in accordance with the Safe Drinking Water Act, the City's Utilities Department is requesting that the City enter into a Piggyback Agreement with the Vendor for the furnishing, delivery, and discharge of quicklime services and increase the annual expenditure to $733,000.00 for Fiscal Year 2025 and $807,070.00 for Fiscal Year 2026; 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."

**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 October 31, 2026. The Agreement may be renewed for one (1) additional three-year term. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "City of Tamarac" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed **Seven Hundred Thirty-Three Thousand Dollars and Zero Cents ($733,000.00)** for the Fiscal Year 2025 and **Eight Hundred Seven Thousand Seventy Dollars and Zero Cents ($807,070.00)** for the Fiscal Year 2026.

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

5. **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, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **SHIPPING; DELIVERY:** The Vendor shall deliver the Quicklime to the location specified in the Purchase Order. The Vendor shall deliver the Quicklime not more than 24 hours after receipt of telephoned, faxed or written Purchase Order unless such time is extended, in writing, by the City. Any deviations from the requested delivery shall be communicated to the City at the time of ordering. Time is of the essence with respect to this Contract and delivery. In the event Vendor fails to deliver the Quicklime within the specified time, City may cancel this Agreement and purchase elsewhere without liability for damages for breach of contract, lost profits, or any other damages claim.

All transportation equipment shall be thoroughly clean and free from scale and other foreign matter. Defective tank trucks from which Quicklime cannot be withdrawn because of defective valves, pumps, viscosity or other reasons, shall be rejected and shall be returned at Vendor's expense. Any changes required on the existing equipment shall be the responsibility of the Vendor and all costs for these modifications shall be borne by the Vendor.

Vendor shall ensure that the Quicklime shipped is in the correct quantity and meets all Specifications, purchase order and order release. Deliveries which do not meet these requirements may be rejected and returned to the Vendor at the Vendor's expense.

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

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

Vendor shall be solely responsible for all spills caused by its operations. Containment, cleanup and reporting to all applicable agencies of any spills during delivery shall be the responsibility of the Vendor. Vendor shall be responsible for clean-up of any spills. When

applicable, Vendor shall be responsible for proper, as determined by the City, on-site disposal of residue prior to initial delivery.

All Quicklime and transportation and delivery provided shall be in compliance with all applicable laws, regulations, codes and standards of the City, Palm Beach County, State of Florida, Florida Departments of Commerce and Transportation, American Water Works Association (AWWA), American National Standards Institute (ANSI), the Occupational Safety and Health Act of 1970 (OSHA), In addition, the National Sanitation Foundation (NSF) certification required by the Environmental Protection Agency, Florida Department of Environmental Protection or Palm Beach County Health Unit shall be met.

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

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

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

10. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

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

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

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

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

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

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

11. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

12. **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.

13. **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.

14. **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

Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

17. **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's 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.

18. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

19. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered

the City's employee for any purpose.

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:** In the event 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 Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT:** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. **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.

26. **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.

27. **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.

28. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Vendor represents and certifies that Vendor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

*Signature Page to follow*

**IN WITNESS OF THE FOREGOING,** the parties have set their hands and 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:

Maylee DeJesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

**LHOIST NORTH AMERICA OF ALABAMA, LLC**

(Signature)

R. FAWCETT.
Print Name of Authorized Official

V.P. & GM.
Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Bruce A. Fryer
Print Name

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Resolution No. R26-218- Approving a Service Agreement between the City and A & Associates, Inc., for temporary staffing and payroll administration services, for a term of five (5) years, for an annual expenditure not to exceed $200,000.**

**Requested Action:** Staff recommends approval of the proposed Resolution No. R26-218.

---

**Explanation of Request:** The Human Resources Department is requesting approval to enter into an agreement between the City of Boynton Beach and A & Associates, Inc. for temporary staffing and payroll administration services for an annual expenditure not to exceed $200,000. The City requires professional temporary staffing services, provided on an as-needed basis, to support the goals and objectives of the City. The agreement is for a five (5) year term, commencing August 11, 2026, and ending August 10, 2031. The agreement has been finalized by the City and has been executed by the Vendor.

**How will this affect city programs or services?** This agreement will allow the City to utilize the services of A & Associates, Inc. for the recruitment, screening, and placement of temporary personnel in an expedited and streamlined manner, so that City services to customers, residents, and visitors are not disrupted.

**Budgeted Item:** Yes

**Account Line Item and Description:**

431-2515-534.49-17 - Public Works, Other Contractual Services

**Procurement Methodology Bids and Purchases Only:** In accordance with the City's Procurement Policy, Section IV, Exemptions to the Competitive Process, Item 13, specialized staffing services, including employment contracting servicing companies and recruitment services, are exempt from the competitive process. A & Associates, Inc. is an employment contracting and recruitment firm and acts as the common-law employer of assigned personnel, assuming payroll, payroll taxes, workers' compensation, and employment-law compliance. Services are as-needed with no minimum purchase commitment, are non-exclusive (Section 32), are terminable by either party on 30 days' notice (Section 21), and are subject to annual appropriation (Section 30).

**Fiscal Impact:** None.

---

**Attachments:**
R26-218 Agenda_Item_5052-2026_-_Resolution_R26-XXX_-_A___Associates_-_26-097A_Temporary_Staffing_Services.docx
Exhibit A to Resolution - A & Associates_City of Boynton Beach_Temp Svs_Agreement - Vendor Signed.pdf
A&A - City of Boynton Beach - 6.15.26 - Certificate of Insurance (COI)
Sunbiz - A & Associates Inc 8.7.26.pdf

**RESOLUTION NO. R26-218**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND RATIFYING A SERVICES AGREEMENT WITH A & ASSOCIATES, INC., FOR TEMPORARY STAFFING AND PAYROLL ADMINISTRATION SERVICES, FOR A TERM OF FIVE (5) YEARS EFFECTIVE RETROACTIVELY TO AUGUST 11, 2026, THROUGH AUGUST 10, 2031, IN AN ANNUAL AMOUNT NOT TO EXCEED $200,000.00; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City requires temporary staffing and payroll administration services on an as-needed basis, including temporary administrative, clerical, and sanitation laborer staffing, direct hire recruitment, and executive search services ("Services"); and

**WHEREAS**, Section IV – Exemptions to the Competitive Process, Exemption No. 13, of the City's Purchasing Policy Manual exempts specialized staffing services, including day laborers and similarly situated employment services and contractors, employment contracting service companies, and recruitment services, from the competitive process, subject to the pre-approval of the Purchasing Division Director in conjunction with the City Manager or designee; and

**WHEREAS**, the City requested and received a quote from A & Associates, Inc. ("Vendor") for the Services; and

**WHEREAS**, the City's prior agreement for the Services expired on August 10, 2026, and, to ensure continuity of the Services without interruption, the Agreement provides for a term commencing August 11, 2026, the day following the expiration of the prior 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 and ratify the Agreement with Vendor for temporary staffing and payroll administration services, for a term of five (5) years, in an annual amount not to exceed $200,000.00, for a total amount not to exceed $1,000,000.00.

**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 and ratify the Agreement between Vendor and the City for temporary staffing and payroll

administration services, effective retroactively to August 11, 2026, for a term of five (5) years through August 10, 2031, in an annual amount not to exceed $200,000.00, for a total amount not to exceed $1,000,000.00, in form and substance similar to that attached as **Exhibit A**. The City Commission further ratifies any Services provided by Vendor, and any payments made for such Services, from August 11, 2026, through the date of adoption of this Resolution, at the rates set forth in the Agreement and within the annual not to exceed amount.

**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, any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution, and any Amendments to the Agreement that do not modify the scope of services, the rates, the annual not to exceed amount, or the total not to exceed amount. Any rate change requested by Vendor, including any annual adjustment of the markup percentages, 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 Taralyn Pratt to forward to the Vendor.

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

[SIGNATURES ON FOLLOWING PAGE]

**RESOLUTION NO. R26-218**

**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

**SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND A & ASSOCIATES, INC. FOR TEMPORARY STAFFING AND PAYROLL ADMINISTRATION SERVICES**

This Agreement is made as of this 26 day of OCTOBER, 2026, by and between A & Associates, Inc. (FEIN: 80-0668811), with a principal address of 951 Sansbury's Way, Suite 203, West Palm Beach, FL, 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." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City required the submission of a quote from the selected provider for temporary staffing and payroll administration services; and

WHEREAS, per the procurement policy, Section IV. EXEMPTIONS TO THE COMPETITIVE PROCESS 13. Allows for "Specialized staffing services, such as golf course labor services, recreation programmers, day laborers, similarly situated employment services and contractors, this also includes Employment Contracting Servicing Companies to include Recruitment Services"; and

WHEREAS, the City desires to engage Vendor to provide the services on an as-needed basis, in compliance with all applicable laws, regulations, and City policies, according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **SERVICES**.

   a. **Services**. Vendor shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Vendor shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Vendor under this Agreement will be the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances or at the same time and in the same locality.

2. **TERM**. This Agreement shall commence on August 11, 2026, and shall continue for a term of five (5) years, through August 10, 2031, unless earlier terminated as provided in this Agreement. Continuation of this Agreement in each of the City's fiscal years is contingent upon the appropriation of funds as provided in Section 30. If Vendor requests a rate change, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

3. **TIME FOR PERFORMANCE**.

   a. **Commencement of Work**. Services 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 and provide all deliverables required pursuant to this Agreement. Time is of the essence for the Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

   b. **Delays; Untimely Performance**.

      i. **Delays; No Fault of Vendor**. If Vendor is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Vendor, or because of delays caused by factors outside the control of Contractor, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Vendor to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Vendor's control and to inform the City of all facts and details related to the delay. Vendor must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

      ii. **Delays Due to Vendor**. If Vendor fails to substantially complete the Services in whole or in part on or before the date established in the purchase order, Vendor shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

4. **AMOUNT AND METHOD OF COMPENSATION**.

   a. **Compensation**. As compensation for Services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed Two Hundred Thousand Dollars ($200,000.00) ("Annual Fee"). The Fee is set forth 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 all of its other obligations under

this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

b. The Vendor may submit invoices to the City once per month during the progress of the work for payment. Such invoices will be checked 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 to the Vendor of the total agreement 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 five (5) years after the termination of the Agreement. Copies shall be made available upon request.

f. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 2218, Florida Statutes.

g. **Annual Commercial Terms Adjustment.** Beginning on the first anniversary of the Effective Date and on each anniversary thereafter during the Term, the markup percentages set forth in Exhibit A may be adjusted by an amount not to exceed the lesser of (a) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, published by the U.S. Bureau of Labor Statistics for the most recent available twelve-month period, or (b) three percent (3%). No such adjustment shall take effect until the Vendor has provided the City with at least sixty (60) days' prior written notice and the adjustment has been approved by the City Commission and executed as a written amendment to this Agreement. No adjustment shall obligate the City beyond funds appropriated for the applicable fiscal year.

5. **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: Cheryl Jeter
A & Associates, Inc.
951 Sansbury's Way
Suite 203
West Palm Beach, FL 33411
Telephone: 561-533-5303; 678-638-9583
Email: Cheryl@aaservices.com

6. **INVOICES AND PAYMENT**. Invoices must identify the PO number and project description, and should be mailed to:

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

**Invoice Requirements and Supporting Documentation**. Invoices shall show the nature of the work performed, the dates of service, and the location where the work was performed. 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 of service. Invoices based on unit prices shall show the quantities of each unit completed. All invoices shall reference the applicable Purchase Order number and project description, and include any other records reasonably required by the City. Invoices may be submitted after such services are performed; 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.

**Disallowed Costs, Withholding Payment**. Vendor shall not invoice the City for (i) costs incurred to correct defective, damaged, or non-conforming work; (ii) costs resulting from unauthorized work; (iii) costs for warranty work; (iv) materials not used or not authorized; (v) equipment rental charges not authorized. The City may withhold payment in whole or

in part for unsatisfactory performance, failure to meet schedule requirements, failure to correct deficiencies, or reasonable concerns regarding compliance with the Agreement.

**Payment**. Payment shall be made only for Services actually performed and completed under 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.

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

8. **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.

9. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs. This does not apply to Vendor's indemnification obligations.

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

    a. Keep and maintain public records required by the city to perform the service 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**

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

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

13. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Vendor or any subconsultant 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 subconsultant 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.

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

15. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and 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.

16. **LICENSES AND PERMITS.** Vendor represents that it possesses and shall maintain all licenses, certifications, and permits required by federal, state, and local law to perform the Services under this Agreement, including but not limited to business licenses, occupational licenses, and any trade-specific licenses required for the work. Vendor shall obtain and pay for any additional permits required for specific projects. Vendor shall provide proof of all required licenses upon request by the City.

17. **CONTINGENT FEE**. Vendor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

18. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Vendor's compensation under this Agreement is based upon its representations to City. Vendor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Vendor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Vendor executes this Agreement. Vendor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Vendor's compensation in this Agreement.

19. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other

Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

20. **VENUE, JURISDICTION, WAIVER OF JURY TRIAL.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or relating to this agreement shall be instituted in the appropriate state court in Palm Beach County, Florida, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such action, suit, or proceeding. Any disputes that arise between the parties regarding the performance of this agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

21. **SUSPENSION AND TERMINATION**.

    a. **Termination**.

        1. **Termination for Convenience**. Either Party may terminate this Agreement for convenience upon thirty (30) calendar days of written notice to the other Party. 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. In this event, the Vendor shall be compensated for services performed through the termination date, including services reasonably related to termination.

        2. **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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

3. In the event of termination, the City shall compensate the Vendor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Vendor shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

4. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, litigation, confidential information and generative artificial intelligence, data security, audit and records, rights in documents and work, limitation of liability, and any other provisions that by their nature are intended to survive, shall survive termination of this Agreement and remain in full force and effect.

b. **Suspension of Work**.

1. **Suspension for Convenience**. The City may, at any time and for any reason, suspend all or any portion of the Services by providing written notice to Vendor. Upon such notice, Vendor shall immediately discontinue performance, take reasonable steps to minimize costs, and protect all work product.

2. **Compensation Upon Suspension**. Vendor shall be compensated for Services satisfactorily performed through the effective date of suspension. No compensation shall be paid for Services performed after suspension unless expressly authorized in writing by the City.

3. **Resumption**. If the City directs Vendor to resume work, Vendor shall promptly recommence performance. Vendor shall not be entitled to an adjustment in compensation or schedule due to the suspension unless expressly authorized in a written amendment.

22. **INDEMNIFICATION.** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, vendors, 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, subconsultants, 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, in the opinion of the City and the City Attorney, it is necessary, the City may retain any sums due the Vendor under this Agreement 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.

23. **INSURANCE.** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of the Vendor's insurance certificate evidencing the required coverage set forth in **Exhibit B**. The 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 insured.
24. **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.

25. **INDEPENDENT CONTRACTOR**. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent Vendor under this 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

26. **COMPLIANCE WITH LAWS**. Vendor hereby always warrants and agrees that 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.

27. **BREACH OF REPRESENTATIONS**. Vendor acknowledges that City is materially relying on the representations, warranties, and certifications of Vendor stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Vendor; (c) set off from any amounts due Vendor the total amount of any damage incurred; and (d)

debarment of Vendor.

28. **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. If Vendor assigns or transfers this Agreement without the City's written consent, the Agreement shall, at the City's option, become null and void.

29. **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.

30. **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.

31. **MOST FAVORED CUSTOMER**. During the Term, if Vendor enters into a contract with another local government in the State of Florida for the same or substantially similar scope of services that contains any term or condition (including any fee, markup, charge, rate, or cost) that the City determines to be more favorable than the corresponding term or condition of this Agreement, Vendor shall promptly notify the City, and, upon the City's request, the Parties shall enter into a written amendment extending the more favorable term or condition to the City. Upon the City's reasonable request, Vendor shall certify its compliance with this section.

32. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

33. **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.

34. **CONFIDENTIAL INFORMATION; GENERATIVE ARTIFICIAL INTELLIGENCE; AND DATA SECURITY**.

    a. **Confidential Information and Generative Artificial Intelligence**. Unless expressly authorized in writing in advance by the City, Vendor is strictly prohibited from

disclosing, uploading, or otherwise making available to third parties, directly, or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of City. Vendor must ensure that any use of generative artificial intelligence tools by Vendor or its subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including, without limitation, for large language model learning or training. Vendor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

b. **Data Security; Cybersecurity Requirements**. Vendor shall implement and maintain administrative, technical, and physical safeguards that comply with industry best practices and all applicable laws to protect City data from unauthorized access, disclosure, alteration, and destruction. Vendor shall notify the City in writing within 24 hours of discovering any actual or suspected security incident, breach, or unauthorized access involving City data. Vendor shall cooperate fully with the City in investigating, mitigating, and remediating the incident at Vendor's sole cost. Vendor shall ensure that all subcontractors comply with the requirements of this section.

35. **SITE SECURITY**. Vendor shall comply with all City security protocols and shall ensure that all personnel performing work on City property conduct themselves in a professional manner and respect City facilities and operations.

36. **RIGHTS IN DOCUMENTS AND WORK**.

a. **Ownership**. All work performed by Vendor under this Agreement becomes the property of the City upon completion and acceptance. Vendor assigns to the City all right, title, and interest in any improvements, modifications, or additions made to City property or facilities.

b. **Materials.** Unless otherwise specified in writing, all materials and supplies purchased for use in performing Services under this Agreement shall become the property of the City upon payment. Vendor shall use only new materials unless otherwise specified by the City. Vendor shall provide manufacturer warranties for materials to the City where applicable.

c. **Delivery Upon Expiration or Termination of Agreement**. 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 seven (7) 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 subconsultant(s).

d. **Prohibition on Sale of City Information**. Vendor shall not sell, disclose to third

parties, or use for any commercial purpose unrelated to performing Services under this Agreement any City data, information, records, or contact lists obtained in connection with this Agreement, including information relating to City facilities, operations, personnel, or constituents.

37. **VENDOR'S STAFF**. Vendor will provide the key staff identified in its Proposal if they are in Vendor's employment. Vendor will obtain prior written approval from the City to change key staff. Vendor shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Vendor's staff, City shall first meet with Vendor and provide reasonable justification for said removal; upon such reasonable justification, Vendor shall use good faith efforts to remove or reassign the staff at issue.

38. **AUDIT AND RECORDS.**

    a. **Maintenance of Records**. Vendor shall maintain complete and accurate books, records, and documentation relating to performance of the Services and all costs invoiced to the City ("Records"). Records shall include timesheets, material receipts, subcontractor invoices, and other supporting documentation for all charges.

    b. **Retention**. Vendor shall retain all Records for a period of five (5) years after the latest of: (i) final payment under this Agreement, (ii) expiration of the Agreement, or (iii) resolution of any dispute arising from this Agreement.

    c. **Audit Rights**. The City and its duly authorized representatives may audit, inspect, examine, and copy the Records at any time during normal business hours upon reasonable notice. Such audits may include review of direct and indirect costs, overhead, multipliers, subcontractor invoices, and supporting documentation.

    d. **Costs Disallowed**. If an audit reveals overcharges, unallowable costs, or other amounts improperly invoiced, the Vendor shall promptly refund such amounts to the City. The City may withhold payment, offset against future invoices, or pursue any legal remedy to recover disallowed costs.

    e. **Cooperation**. Vendor shall cooperate fully with all audit activities and shall ensure that subcontractors comply with the requirements of this article.

39. **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.

40. **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 essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

41. **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.

42. **HEADINGS**. The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

43. **NON-DISCRIMINATION**. Vendor and any subconsultants shall not discriminate based on 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.

44. **CONTROLLING PROVISIONS**. Except as otherwise explicitly provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Solicitation, the Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Solicitation; (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

45. **ENTIRE AGREEMENT**. The Agreement, including the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Vendor.

46. **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.

Signatures on following page)

**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:

_____
City Attorney's Office

Attested/Authenticated:

_____
Tammy Stanzione, City Clerk

**A & ASSOCIATES, INC.**

_____
(Signature)

**ANDREW LUCHEY**
Print Name of Authorized Official

**CEO**
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

**MS. CHERYL JETER**
Print Name

**EXHIBIT A**
**A & ASSOCIATES, INC. SCOPE OF WORK**

## A&A DUTIES AND RESPONSIBILITIES

A&A will recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described in this Exhibit under the Client's supervision at the locations specified therein and will, function as the common law employer of all Assigned Employees, and be responsible for the following:

- Pay Assigned Employees' wages and provide them with the benefits that A&A offers to them.
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits, and handle unemployment and workers' compensation claims involving Assigned Employees.

A&A will comply with federal, state, and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994 and, the Patient Protection and Affordable Care Act (ACA). A&A, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with Client, Assigned Employee work performance issues; and to enforce A&A's employment policies relating to Assigned Employee conduct at the worksite.

## CLIENT DUTIES AND RESPONSIBILITIES

Client will properly supervise Assigned Employees performing their work and be responsible for its business operations, products, services, and intellectual property. Client will properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without A&A's express prior written approval or as strictly required by the job description provided to A&A. Based on the Client Job Descriptions provided to A&A, Client will not need to request prior approval from A&A for temporary employees to perform the duties as described on the Job Description. In addition, if the Client finds a candidate is not performing well, the Client can let them go at any time without penalties. Client will provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site. Client will not change Assigned Employees' job duties without A&A's express prior written approval. Client will exclude Assigned Employees from the Client's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits without prior conferring with A&A.

## PREMIUM AND OVERTIME BILLING

Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. A&A will charge Client special rates for premium work time only when an Assigned Employee's work on assignment to Client, viewed by itself, would legally require premium pay

and Client has authorized, directed, or allowed the Assigned Employee to work such premium work time. Client's special billing rate for premium hours will be the same multiple of the regular billing rate as A&A is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, Client will be billed at 150% of the regular bill rate.)

**FOUR HOUR MINIMUM**

If an Assigned Employee is scheduled or otherwise authorized by Client to report for work and reports to the designated work location as scheduled, Client will be billed for a minimum of four (4) hours at the applicable regular bill rate, regardless of whether Client provides four (4) hours of work. The four (4) hour minimum will not apply when the Assigned Employee reports late, leaves the assignment voluntarily before completing the scheduled work period, or is removed from the assignment for misconduct or other cause attributable to the Assigned Employee.

**CONVERSION AND INDIRECT HIRING**

For purposes of the conversion provisions of this Agreement, Client shall be considered to have hired an Assigned Employee if Client directly or indirectly employs, engages, retains, or causes the individual to provide services to Client or any Client affiliate, subsidiary, related entity, contractor, subcontractor, staffing provider, payroll provider, or other third party during the applicable conversion period. Any applicable conversion fee shall remain due regardless of the method or entity used to engage the Assigned Employee.

**PROVISION OF EMPLOYMENT**

Client and A&A agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of one (1) year thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of two thousand five hundred dollars ($2,500). Client further understands that A&A incurs substantial expenses in the recruitment and retention of associates. After evaluation of the performance of the Assigned Employee the Client may wish to employ this person or any person employed by A&A who was assigned to the Client's premises, directly or indirectly. Assigned Employees represent A&A inventory of skilled professionals and in the event the Client wishes them converted to the Client's employ or another employer to whom the Client refers them, the Client agrees to pay a fee. The fees shall be computed as follows:

- Direct Placement Fee – In the event the Client wishes to hire the Assigned Employee prior to the Assigned Employee incurring hours in a temporary assignment capacity, the Client shall agree to pay a direct placement fee equal to two thousand five hundred dollars ($2,500).
- Conversion Fee – If Client intends to hire an Assigned Employee that has incurred hours in a temporary capacity, A&A will not charge a conversion fee after one thousand one hundred forty (1,140) billable hours. In the event Client hires the Assigned Employee prior to completion of one thousand one hundred forty (1,140) billable hours, the Client agrees to pay A&A a direct placement fee equal to two thousand five hundred dollars ($2,500), less four dollars and fifty cents ($4.50) for every billable hour the Assigned Employee has worked at the Client site.

**RATE ADJUSTMENTS FOR STATUTORY OR EMPLOYMENT COST INCREASES**

The rates established under this Agreement are based upon applicable wages, payroll taxes, unemployment taxes, workers' compensation costs, insurance costs, benefits, and other employment related expenses in

effect at the time the applicable rate is established. Upon the City's prior written request, any increase in an Assigned Employee's pay rate shall result in a corresponding adjustment to the billing rate using the applicable markup percentage identified in this Exhibit unless otherwise agreed in writing. A&A shall not increase any Assigned Employee's pay rate or the corresponding billing rate without the City's prior written request or approval.

**WORKPLACE SAFETY AND INCIDENT REPORTING**

Client shall maintain a safe workplace and comply with applicable federal, state, and local occupational health and safety requirements. Client shall provide Assigned Employees with site specific safety orientation, training, personal protective equipment, and instruction concerning equipment, hazardous materials, workplace conditions, and emergency procedures applicable to their assignments. Client shall immediately notify A&A of any workplace accident, injury, safety complaint, OSHA inspection or investigation, alleged exposure, threat, workplace violence incident, or other material safety event involving an Assigned Employee. Client shall reasonably cooperate with A&A in investigating workplace incidents and administering workers' compensation claims.

**WORK LOCATION AND JOB DUTY CHANGES**

Assigned Employees shall perform services only at locations and in positions disclosed to and approved by A&A. Client shall not materially change an Assigned Employee's work location, duties, responsibilities, equipment, machinery, or occupational exposure without prior notice to and approval from A&A. Client shall not permit an Assigned Employee to operate motor vehicles, forklifts, powered industrial equipment, heavy machinery, or other equipment outside the approved job description without A&A's prior written approval.

**REMOVAL OF ASSIGNED EMPLOYEES**

Client may request that A&A remove an Assigned Employee from Client's assignment at any time, subject to applicable law. A&A shall retain responsibility for determining the Assigned Employee's employment status with A&A, including reassignment, discipline, or termination of employment. Client shall promptly provide A&A with the reason for any requested removal when reasonably necessary for A&A to satisfy its employment law obligations.

**TIMEKEEPING AND APPROVAL**

Client shall accurately verify and approve all hours worked by Assigned Employees. Client's approval of a time record constitutes confirmation that the Assigned Employee performed the documented hours and authorizes A&A to invoice Client accordingly. Client shall notify A&A of any disputed time record within 3 business days after receipt. Failure to timely approve a time record shall not relieve Client of its obligation to pay for hours actually worked and reasonably documented by A&A. Client shall not direct or permit Assigned Employees to perform work without accurately recording all hours worked.

**BACKGROUND CHECKS, DRUG TESTING, AND CREDENTIALING**

A&A shall perform only those background checks, drug screenings, credential verifications, or other pre employment screenings expressly agreed upon by the parties and permitted by applicable law. Client shall identify any position specific screening, licensing, certification, or credential requirements before an Assigned Employee is placed. Any additional screening requested by Client may be subject to additional charges and shall be performed only to the extent permitted by applicable federal, state, and local law. Client

shall not independently obtain consumer reports or other protected employment screening information concerning Assigned Employees from A&A unless disclosure is legally permissible and expressly agreed upon by A&A.

For the Sanitation Laborer / Trash Helper classification, no licenses or certifications are required. Prior to placement, each Assigned Employee in this classification shall complete (a) a Level II background screening conducted through the City of Boynton Beach Police Department; and (b) a standard, non-DOT drug screening administered through A&A, the cost of which shall be borne by A&A.

**CLIENT POLICIES AND EMPLOYMENT MATTERS**

Client may establish reasonable workplace rules applicable to Assigned Employees while working at Client's premises, provided such rules are communicated to A&A and do not conflict with A&A employment policies or applicable law. Client shall promptly notify A&A of complaints or allegations involving discrimination, harassment, retaliation, workplace violence, accommodation requests, wage and hour concerns, or other employment related matters involving an Assigned Employee. A&A shall retain responsibility for addressing employment related matters concerning its Assigned Employees.

**STAFFING RATES AND SERVICE TERMS**

A&A shall provide temporary staffing, temporary-to-hire, direct hire recruitment, and executive search services in accordance with the Agreement. The following commercial terms shall apply:

| Service | Position / Classification | Commercial Terms |
|---|---|---|
| Temporary Staffing | Administrative & Clerical | 38% Markup |
| Temporary Staffing | Trash Helpers / Sanitation Laborers | 38% Markup |
| Direct Hire Recruitment | Engineer IV | 18% of the candidate's first year annualized base salary. |
| Executive Search | Division Director of Engineering | 30% of the candidate's first year annualized base salary, payable 33.33% upon engagement, 33.33% upon presentation of qualified candidates, and 33.34% upon candidate acceptance. Includes one (1) replacement search if the selected candidate voluntarily resigns or is terminated for cause during the agreed guarantee period. |

Unless otherwise agreed in writing, the pricing, markups, placement fees, conversion provisions, guarantees, and other commercial terms set forth in this Exhibit shall govern the services identified herein. Any additional staffing classifications, labor categories, recruitment services, executive search engagements, or revised commercial terms requested by the Client shall be established by a written amendment executed by both parties and incorporated into this Exhibit.

# 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.**

**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**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: AGENCY MANAGER | |
|---|---|---|
| A & A Insurance Services Int, Inc.<br>951 Sansburys Way<br>Suite 204<br>West Palm Beach FL 33411 | PHONE (A/C, No, Ext): (561) 366-9005 | FAX (A/C, No): |
| | E-MAIL ADDRESS: COI@AAINSURANCES.COM | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : LLOYDS OF LONDON CFC | 15792 |
| INSURED<br>A & Associates<br>951 Sansburys Way<br>Suite 203<br>West Palm Beach FL 33411 | INSURER B : GEICO MARINE INSURANCE COMPANY | 37923 |
| | INSURER C : SUNZ INSURANCE COMPANY | 37923 |
| | 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<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] CONTRACTUAL LIABILITY<br>[ ]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | PSO0240602814 | 12/02/2025 | 12/02/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>PROPERTY DAMAGE | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 2,000,000<br>$ 200,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>[ ] | Y | Y | 9300190786-00 | 08/11/2025 | 08/11/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP COVERAGE | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | PSO0240602814 | 12/02/2025 | 12/02/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WC509-0015-026 | 01/01/2026 | 01/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 5,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| A | PROFESSIONAL LIABILITY INSURANCE | Y | Y | PSO0240602814 | 12/02/2025 | 12/02/2026 | AGGREGATE<br>OCCURENCE<br>CRIME | 3,000,000<br>2,000,000<br>1,000,000 |

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

THE CITY OF BOYNTON BEACH, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED WHERE 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**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

# Detail by Entity Name

Florida Profit Corporation
A & ASSOCIATES, INC

**Filing Information**

| | |
|---|---|
| **Document Number** | P10000100835 |
| **FEI/EIN Number** | 80-0668811 |
| **Date Filed** | 12/14/2010 |
| **Effective Date** | 01/01/2011 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

951 SANSBURY'S WAY
SUITE 203
WEST PALM BEACH, FL 33411

Changed: 09/30/2025

**Mailing Address**

951 SANSBURY'S WAY
SUITE 203
WEST PALM BEACH, FL 33411

Changed: 09/30/2025

**Registered Agent Name & Address**

NORTHWEST REGISTERED AGENT LLC
7901 4TH STREET
SUITE 300
ST. PETERSBURG, FL 33702

Name Changed: 09/08/2025

Address Changed: 09/08/2025

**Officer/Director Detail**

**Name & Address**

Title CEO

LUCHEY, ANDREW
951 SANSBURY'S WAY
SUITE 203
WEST PALM BEACH, FL 33411

Title PRESIDENT

LUCHEY, GAIL
951 SANSBURY'S WAY
SUITE 203
WEST PALM BEACH, FL 33411

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2025 | 02/07/2025 |
| 2025 | 09/08/2025 |
| 2026 | 01/10/2026 |

| | |
|---|---|
| 01/10/2026 -- ANNUAL REPORT | View image in PDF format |
| 09/30/2025 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 09/08/2025 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/07/2025 -- ANNUAL REPORT | View image in PDF format |
| 02/12/2024 -- ANNUAL REPORT | View image in PDF format |
| 02/19/2023 -- ANNUAL REPORT | View image in PDF format |
| 09/21/2022 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 03/09/2022 -- ANNUAL REPORT | View image in PDF format |
| 02/23/2021 -- ANNUAL REPORT | View image in PDF format |
| 11/04/2020 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 06/24/2020 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 05/15/2020 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 05/10/2020 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/03/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/28/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/13/2018 -- ANNUAL REPORT | View image in PDF format |
| 02/19/2017 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2016 -- ANNUAL REPORT | View image in PDF format |
| 01/17/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/10/2014 -- ANNUAL REPORT | View image in PDF format |
| 08/09/2013 -- Off/Dir Resignation | View image in PDF format |
| 08/09/2013 -- Off/Dir Resignation | View image in PDF format |
| 01/23/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/06/2012 -- ANNUAL REPORT | View image in PDF format |

12/14/2010 -- Domestic Profit View image in PDF format

Florida Department of State, Division of Corporations

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Proposed Ordinance No. 26-031- First Reading, An Ordinance of The City Commission of the City of Boynton Beach, Florida Repealing Chapter 2 Article XV, Sections 2-201 through 2-220 and any amendments thereafter, which established the City's small and minority business enterprise program.**

**Requested Action:** Staff recommends the approval of Proposed Ordinance No. 26-031 at First Reading.

---

**Explanation of Request:** In the 2026 Regular Session, the Legislature passed CS/CS/SB 1134, which created section 166.04971, Florida Statutes. The act takes effect January 1, 2027.

Under the new law:

- A municipality may not fund or promote, directly or indirectly, or take any official action as it relates to diversity, equity, and inclusion (DEI). That includes adopting or enforcing ordinances, rules, programs, or policies. Existing ones are void (s. 166.04971(2)).
- DEI includes any effort to “promote or provide preferential treatment or special benefits to a person or group” based on race, color, sex, ethnicity, gender identity, or sexual orientation (s. 166.04971(1)(b)(2)).
- A resident may sue the City in circuit court for declaratory and injunctive relief, damages, and costs (s. 166.04971(6)).
- A member of the governing body or other municipal official who violates the section commits misfeasance or malfeasance in office (s. 166.04971(4)).
- The section does not prohibit official action required to comply with state or federal law (s. 166.04971(7)(a)).

Chapter 2, Article XV, Sections 2-201 through 2-220, establishes the City's Small and Minority Business Enterprise Program. Because the article's minority-owned business provisions provide preferential treatment tied to protected characteristics, staff and the City Attorney's Office have determined they will be void under s. 166.04971 once it takes effect.

The statute voids conflicting provisions by operation of law on January 1, 2027, but the text would remain in the Code. Repealing the article before that date removes the conflict, gives vendors and staff clear direction, and avoids exposure to enforcement or litigation for the City

and its officials.

**Procurement Methodology Bids and Purchases Only:** N/A

---

**Attachments:**
Ord. 26-031 Agenda_Item_5160-2026_Repealing_Ordinance_-_Chapter_2_-_Article_XV_-_Small_and_Minority_Owned_Businesses.docx
Agenda Item 5160 - 2026 Business_Impact_Statement - Proposed_Ordinance_No._26-XXX_Repeal_-_Article_XV_-_Small_and_Minorit_Owned_.docx

**ORDINANCE NO. 26-031**

**AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING CHAPTER 2, ARTICLE XV, SECTIONS 2-201 THROUGH 2-220 AND ANY AMENDMENTS THEREAFTER, WHICH ESTABLISHED THE CITY'S SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2, Article XV, Sections 2-201 through 2-220, of the Code of Ordinances of the City of Boynton Beach currently establishes the City's Small and Minority Business Enterprise Program; and

**WHEREAS**, during the 2026 Regular Session, the Florida Legislature enacted SB 1134, creating Section 166.04971, Florida Statutes, which prohibits a municipality from funding or promoting, directly or indirectly, or taking any official action, including the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion; and

**WHEREAS**, Section 166.04971, Florida Statutes, defines diversity, equity, and inclusion to include any effort to promote or provide preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; and

**WHEREAS**, Section 166.04971, Florida Statutes, provides that any such existing ordinances, resolutions, rules, regulations, programs, or policies are void; and

**WHEREAS**, the City Commission finds the repeal of Chapter 2, Article XV, Sections 2-201 through 2-220, and any amendments, thereafter, is necessary to comply with Section 166.04971, Florida Statutes, and is in the best interest of the citizens and residents of the City of Boynton Beach.

**NOW, THEREFORE, BE IT ORDAINED 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 Ordinance upon adoption hereof.

**Section 2.** The City Commission of the City of Boynton Beach hereby repeals in its entirety Chapter 2, Article XV, Sections 2-201 through 2-220, of the Code of Ordinances of the City of Boynton Beach, and any amendments thereafter, which established the City's Small and Minority Business Enterprise Program.

**Section 3. Codification.** It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

**Section 4. Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

**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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

# 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 OF BOYNTON BEACH, FLORIDA, REPEALING CHAPTER 2, ARTICLE XV, SECTIONS 2-201 THROUGH 2-220 AND ANY AMENDMENTS THEREAFTER, WHICH ESTABLISHED THE CITY'S SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

**Applicable Exemptions:**

☒ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☒ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

During the 2026 Regular Session, the Florida Legislature enacted SB 1134, creating Section 166.04971, Florida Statutes, which prohibits a municipality from funding or promoting, directly or indirectly, or taking any official action, including the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion. Section 166.04971, Florida Statutes, defines diversity, equity, and inclusion to include any effort to promote or provide preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation. Section 166.04971, Florida Statutes, provides that any such existing ordinances, resolutions, rules, regulations, programs, or policies are void.
The City Commission finds the repeal of Chapter 2, Article XV, Sections 2-201 through 2-220, and any amendments thereafter, is necessary to comply with Section 166.04971, Florida Statutes, and is in the best interest of the citizens and residents of the City of Boynton Beach.

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: 11/17/2026**

**Presentation by Mirna Crompton, Division Director of Grants, on the current status of the City's grants and appropriations program. (Tabled at the October 20, 2026 City Commission meeting)**

**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

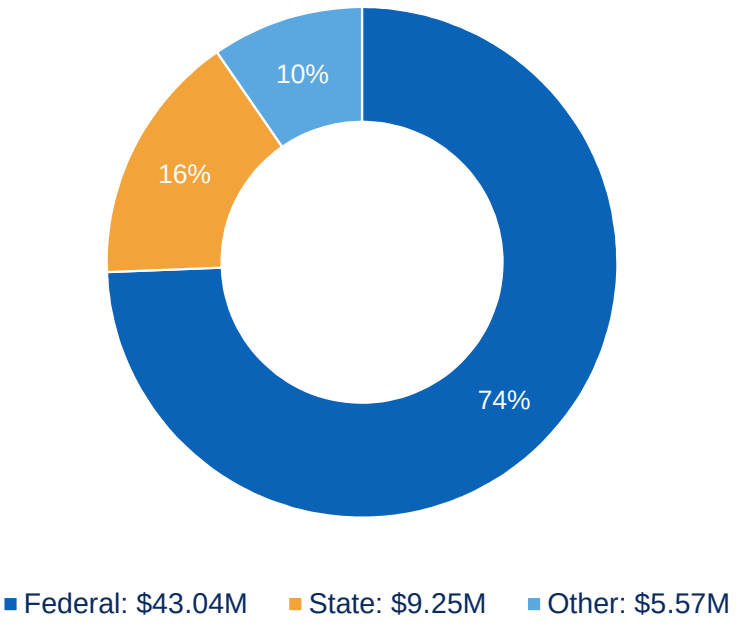
**$57.9M**
Total portfolio

**57**
Grants

**$3.04M**
Revenue this fiscal year

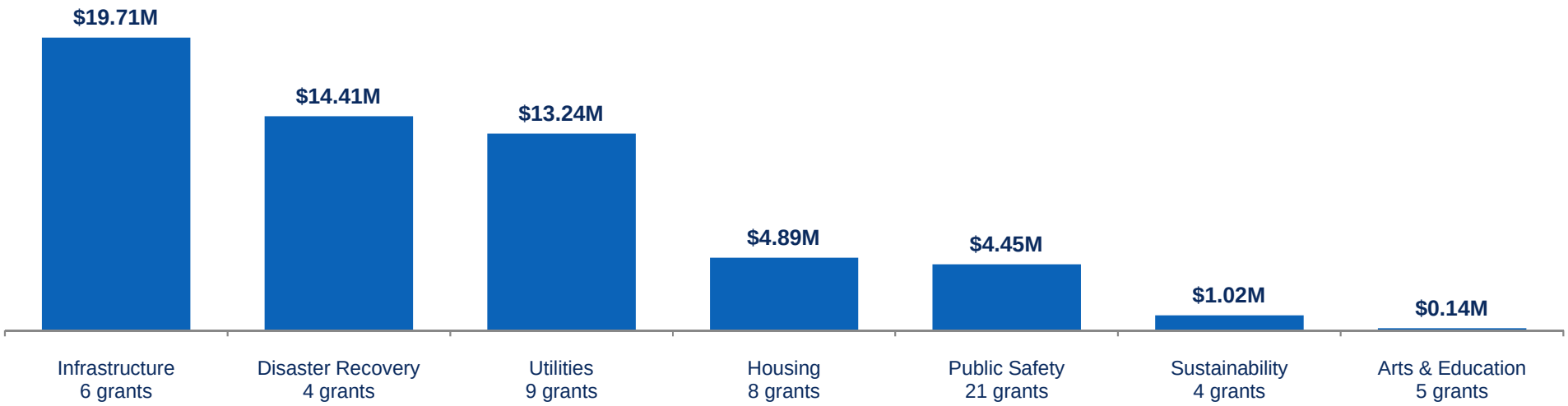
**$6.38M**
Expenditures this fiscal year

## Award value by funding source



# Portfolio by Category

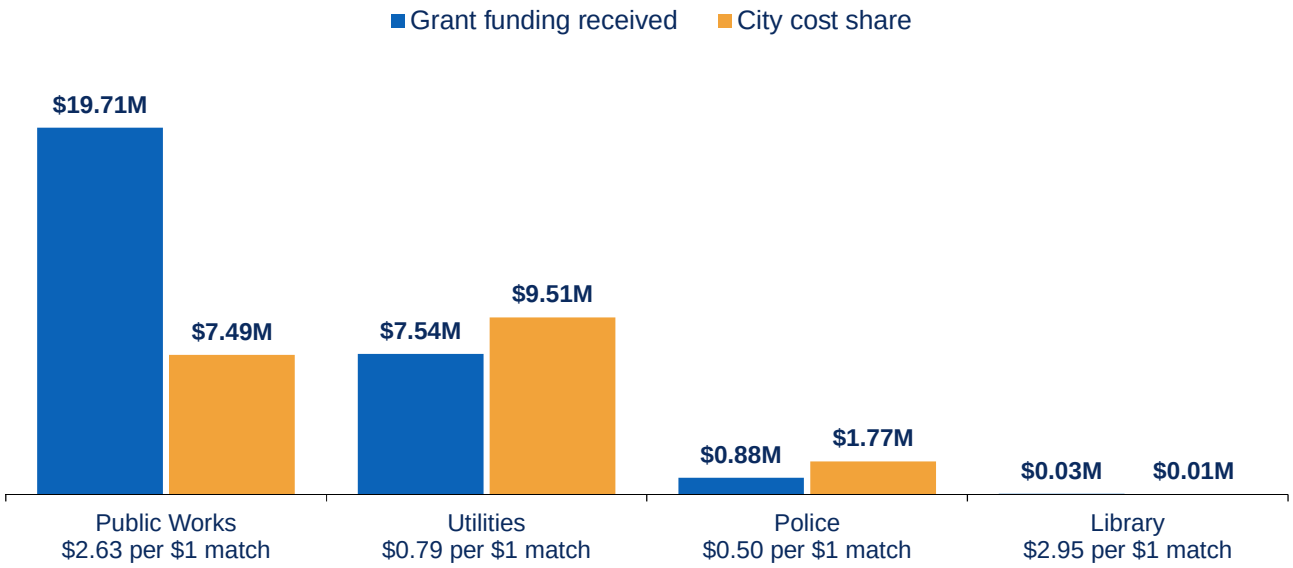
## Award value ($M) and number of grants




| | |
|---|---|
| 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 |

# Match vs. Funding Received FY26

## Grant funding vs. City cost share by department ($M)




**$28.2M**

Grant funding received on 16 matched awards

**$18.8M**

City match on those awards

On matched awards, the City funds approximately 20% to 40% of project cost: $1.50 in grant funding for every $1 of City match.

# 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.

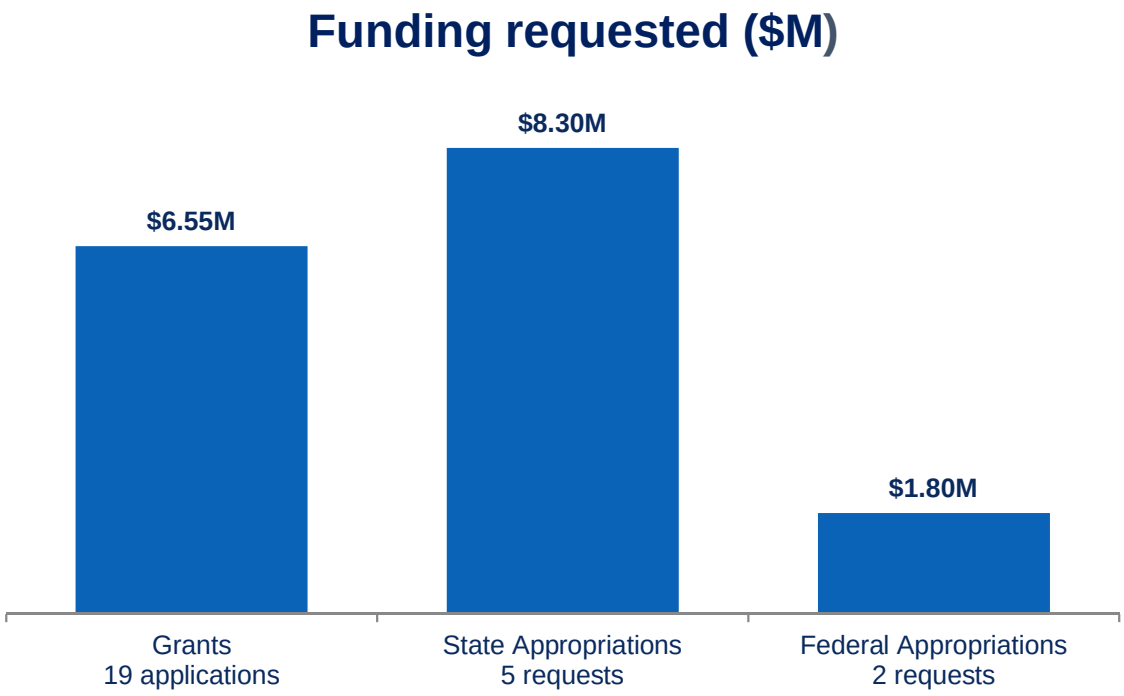
# $16.66M in FY26 Applications

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

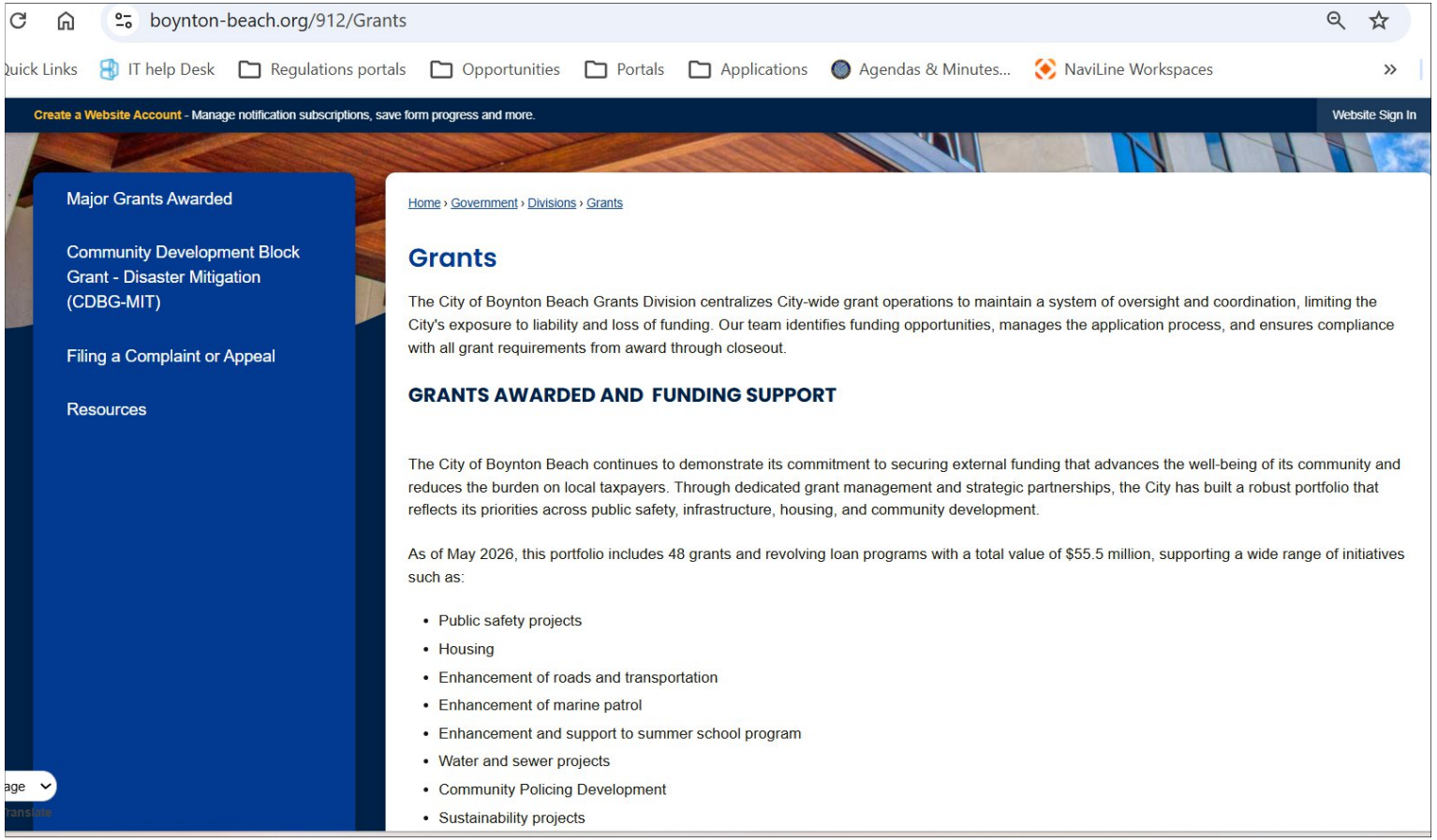
Launched the City's grants website for transparency into grant activity.

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

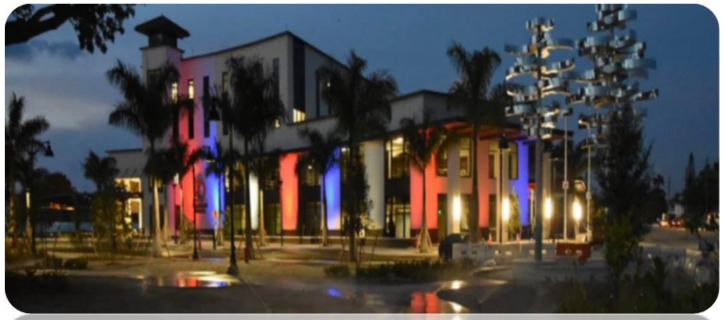



Source: https://www.boynton-beach.org/912/Grants

# 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**<br>New facility for Intracoastal and Atlantic coast emergency response. | **$4.0M** |
| **Sea Meadow South Water & Sewer**<br>Replaces end of life water and sewer lines serving about 236 homes. | **$2.3M** |
| **Sanitary Sewer - Bent Tree & Lime Tree**<br>Trenchless sewer pipe lining for 656 homes. | **$1.0M** |
| **Water Distribution - Bent Tree & Lime Tree**<br>Trenchless pipe bursting to replace water mains for 656 homes. | **$500K** |
| **High Flood Swift Water Rescue Program**<br>Specialized equipment for flood rescues, deployable statewide. | **$500K** |

# 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

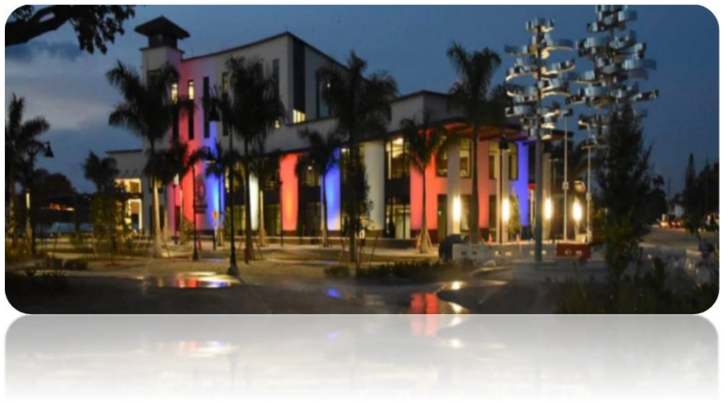
| Project | Level | Amount |
|---|---|---|
| Oyer Park Marine Response Unit Facility | State | $4,000,000 |
| Sea Meadow South Water & Sewer | State | $2,318,000 |
| Sanitary Sewer - Bent Tree & Lime Tree | State | $1,000,000 |
| Water Distribution - Bent Tree & Lime Tree | State | $500,000 |
| High 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: 11/17/2026**

**Discussion on a commercial use permit and decal program for City ramps, docks, parking, and park facilities at Harvey Oyer, Jr. Park.**

**Requested Action:** Requested by Vice Mayor Turkin

---

**Explanation of Request:**

Vice Mayor Turkin asked the City Attorney to identify a workable approach to commercial use of the City's boat ramps, docks, parking, and park facilities, following concerns raised by residents and local business owners about commercial operators at Harvey E. Oyer, Jr. Park. The request asked whether a commercial permit or decal program is feasible; whether it can be implemented administratively or requires an ordinance; whether the City may prioritize residents and local businesses; and how the City would enforce the requirements.

The City Attorney's Office reviewed the City's authority under chapter 327, Florida Statutes, as well as the grant agreements and rules that apply to the park. Harvey E. Oyer, Jr. Park has received funding from the Florida Inland Navigation District (FIND). FIND's project agreement and rules require that the facility remain open to the general public without regard to residency, and that any fees be reasonable and the same for the public of all twelve FIND member counties. Federal constitutional limits also restrict higher fees for out-of-state commercial operators.

Within those limits, the City may establish a commercial use permit and decal program by ordinance and require proof of insurance and applicable state and federal credentials. It may also charge commercial users a uniform, cost-based fee higher than recreational fees. Staff will present these options and request Commission direction on drafting an ordinance and procuring a cost study.

**How will this affect city programs or services?**

This item is for discussion and Commission direction only and has no immediate effect on City programs or services. If the Commission directs staff to proceed, a future ordinance would establish a commercial use permit and decal program at Harvey E. Oyer, Jr. Park.

The program would require staff to issue permits and decals and verify operators' insurance and state and federal credentials. Code Compliance and the Police Department would enforce the permit requirements, and the Police Department would continue enforcing state boating law. Recreational public access to the park, its ramps, and its docks would not change. The program is intended to improve safety and the orderly use of the ramps and parking areas, and to ensure commercial operators meet applicable requirements.

Any program must remain consistent with the grant agreements that funded the park, which require continued public access and uniform fees.

**Budgeted Item:** Yes

**Account Line Item and Description:** N/A

**Procurement Methodology Bids and Purchases Only:** N/A

**Fiscal Impact:** None at this time. This item is for discussion and Commission direction only. If the Commission directs staff to proceed, the City would procure a consultant to prepare a cost study for the commercial permit fee, at a cost to be determined through procurement. Any fee adopted would be set by resolution, based on that study, and is intended to recover the City's costs associated with commercial use. Under the Florida Inland Navigation District's rules and project agreement, fee revenue from the park would be held in a dedicated fund, with at least 50 percent used for maintenance and improvements of the facility.

---

**Attachments:**
Harvey_Oyer_Commercial_Permit Final.pdf

# Commercial Use Permit & Decal Program

Harvey E. Oyer, Jr. Park

Office of the City Attorney

Shawna G. Lamb, Esq.

November 17, 2026

# Background

- Concerns were raised about commercial operators using the City's ramps, docks, and parking at Harvey E. Oyer, Jr. Park
- The Commission asked the City Manager and City Attorney to address:
  - Feasibility of a commercial permit or decal program
  - Administrative action or an ordinance
  - Priority for residents and local businesses
  - Enforcement
- On-water vessel operations remain under FWC and Coast Guard jurisdiction

# The Short Answer

- A commercial permit and decal program is feasible
- It requires an ordinance, with fees set by resolution
- Commercial users can be charged more than recreational users
- Every commercial operator must pay the same, wherever based
- A lower rate for Boynton residents or businesses is not available at Harvey Oyer

# Grant Terms at Harvey Oyer

- FIND funded the 2024 dock and lift project; FIND and State grants also funded the park's development
- Open to the general public, without regard to residency in another political subdivision
- Fees must be reasonable and the same for the public of all 12 FIND member counties
  - Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward, and Miami-Dade
- Site dedicated to public use for 35 years from completion
- Noncompliance: refund, a court order, and loss of future FIND funding

FIND Project Agreement No. PB-BB-24-230; Fla. Admin. Code R. 66B-2.004(4), (10)

# Constitutional Limits

- *Toomer v. Witsell*: 100-to-1 commercial license fee struck down
- *Mullaney v. Anderson*: $50 vs. $5 commercial fishing fee struck down
- *Ward v. Maryland*: nonresident merchant fee, at most double, struck down
- *Baldwin v. Fish & Game Comm'n*: higher recreational hunting fee upheld
- A commercial fee difference must be documented as cost recovery

334 U.S. 385 (1948); 342 U.S. 415 (1952); 79 U.S. (12 Wall.) 418 (1871); 436 U.S. 371 (1978)

# What the City Can Do

- Require an annual permit and decal for anyone renting vessels or carrying passengers for hire, business or not
- Verify insurance naming the City, an FWC livery permit or Coast Guard license, and a business tax receipt
- Charge commercial users more than recreational users, the same for every operator, set by a cost study
- Set land-side rules for loading, staging, commercial parking, and dock tie-ups

# What the City Cannot Do

- Charge Boynton residents or businesses less, or give them priority
- Exclude operators based elsewhere
- Reserve exclusive commercial lanes, times, or space
- Require a paid membership for public use
- Set its own vessel equipment or safety standards
- Regulate vessels on the Intracoastal Waterway
- Adopt a no-wake zone here without FIND Board approval

# Enforcement

- Now: BBPD enforces state boating law, including unpermitted vessel rentals and anchoring within 150 feet of the ramp
- After the ordinance: immediate notice to appear, permit suspension with a prompt hearing, and trespass warnings with appeal
- Federal: unlicensed carriage of passengers for hire is documented and referred to the Coast Guard and FWC

# Next Steps & Timeline

- Now: BBPD enforces existing state boating law at the park
- Within 30 days: grant and dedication review; begin procurement of a cost study consultant
- About 60 days: draft ordinance to the City Manager
- 75 to 90 days: first reading of the ordinance
- After the study: fee resolution to the Commission, confirmed with FIND

# Direction Requested

- Draft an ordinance for a uniform commercial permit and decal program
- Procure a cost study for the commercial fee
- Identify any additional facilities to include

# QUESTIONS?

# City of Boynton Beach
# Agenda Item Request Form

**Meeting Date: 11/17/2026**

**Consideration of the Establishment of the Land Development Regulations (LDR) Task Force. (Tabled at the November 5, 2026 City Commission Meeting)**

**Requested Action:** Provide by Motion or Consensus, direction to staff to prepare a resolution establishing the LDR Task Force.

---

**Explanation of Request:** At the direction of the City Commission, staff has created a proposal for the Land Development Regulations (LDR) Task Force. The discussion is to direct staff, based on the information provided, to move forward with drafting a resolution, or amend the proposal and draft a resolution based on the outcome.

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

**Account Line Item and Description:** N/A

**Fiscal Impact:** N/A

---

**Attachments:**
LDR_Task_Force_Draft_Proposal.docx
10.B_Staff Presentation_LDR Task Force.pptx

# Proposal: Land Development Regulations (LDR) Task Force

*Targeted amendments to support economic development, permitting efficiency, and clearer development standards*

## 1. Executive Summary

This proposal recommends that the City Commission establish a time-limited LDR Task Force to recommend targeted amendments to the Land Development Regulations. The task force is not a code rewrite. It will work from a defined punch list of code sections where current regulations create cost, delay, or uncertainty for businesses, property owners, and staff.

Staff recommends composition of staff plus industry/developer representatives and citizens, with conflict-of-interest safeguards written into the resolution. In addition to the economic development topics identified in the framework, staff propose code review items that generate frequent questions, variances, or inconsistent outcomes (Sustainability options, Shrubs and hedges along fences and walls, Engineering drainage calculation triggers).

Estimated timeline: 6–8 months from formation to a final recommendation package, followed by the standard ordinance adoption process.

## 2. Authorization & Charter

The task force will be created by City Commission resolution. Staff recommends the resolution include:

- **Statement of purpose** – tied to economic development, permitting streamlining, and clarity of development standards.
- **Enabling authority** – the Commission's home rule and police power authority to review and amend the LDR.
- **Sunset clause** – automatic dissolution upon delivery of final recommendations, or 9 months from appointment, whichever is first; Extended by Commission action.
- **Reporting relationship** – recommendations routed through the City Manager's Office and the Development Department for staff vetting before Commission review.
- **Scope limitation** – review limited to the named LDR and Engineering Design Handbook topics in Section 4, with staff identifying the specific sections before the first meeting; any expansion requires Commission approval.
- **Conflict-of-interest and recusal language**.

## 3. Recommended Composition

Staff recommends 5 voting members and 2 non-voting members:

| Seat | Number | Notes |
|---|---|---|
| Residents | 2 | At least one from a single-family neighborhood; balances industry perspective (Commission-appointed) |
| Local business owner | 1 | Small business / tenant improvement perspective , business owner shall be located within city limits and have a current Business Tax Receipt (Commission-appointed) |
| Developer or builder | 1 | Commercial, mixed-use, or residential development experience (Commission-appointed) |
| Landscape architect, architect, Florida-licensed engineer, or Commercial real estate broker | 1 | Technical input on landscaping/buffer and drainage items (Commission-appointed) |

| Seat | Number | Notes |
|---|---|---|
| Staff: Planning & Zoning | 1 | Non-voting |
| Staff: Engineering | 1 | Non-voting |

## 4. Targeted Scope (Initial Punch List)

Staff will finalize a list of 8–12 specific LDR sections before the first meeting. The proposed candidate topics are:

| Topic |
|---|
| Parking requirements in urban/CRA districts |
| Site plan review thresholds and approval pathways |
| Permitting timelines and duplicative review steps |
| Sustainability options |
| Shrubs/hedges along fences and walls |
| Engineering drainage calculation triggers |
| DO Modifications – efficiency or admin |
| Relief applications that are always approved |
| Parking reduction types and how they are approved |
| Driveway width at the property line 24’ max |
| Should there be min landscape requirements for SF |

## 5. Proposed Code Review Items

Each code review item will be framed as questions and options for the task force to evaluate.

### 5.1 Sustainability Options (Example 1)

**Why it matters:** Sustainability features can lower long-term costs for owners and the City, but when they are required without flexibility they add cost and slow approvals. A clear, voluntary menu with meaningful incentives supports both economic development and the City's sustainability goals.

**Current code / practice:** The City offers the Energy Edge Rebate Program for efficiency, solar, and EV charging improvements, and previous LDR amendments have shifted landscaping toward canopy trees over palms to reduce heat island effects. The CRA has supported green certification (e.g., NGBS) on residential projects. These efforts are not organized into a single, predictable set of options within the LDR.

**Questions for the task force:**

- Should sustainability measures remain voluntary, be incentive-based, or be required for certain project sizes?
- Which incentives are most valuable to applicants without undermining other standards?
- Are the existing sustainability features still relevant, please review and recommend items to be added, removed, and amended?

**Amendment options to evaluate:**

| Option | Description |
|---|---|
| **Points-based menu** | Applicants pick from a list (e.g., EV-ready parking, solar-ready roofs, cool/reflective roofs, Florida-Friendly/native landscaping, water-efficient irrigation, bike parking, permeable pavement, third-party certification) to reach a target score. |
| **Incentives** | Expedited review, modest parking reduction, fee reduction, or density/height bonus in defined districts for projects that meet the target score. |
| **Cross-credits** | Allow qualifying green infrastructure to count toward pervious area or landscape requirements, subject to Engineering approval. |
| **Tree canopy** | Clarify canopy-tree preferences and credit for preserving existing mature trees. |
| **Status quo** | Keep current programs outside the LDR and improve public information only. |

### 5.2 When Engineering Drainage Calculations Are Required (Example 2)

**Why it matters:** Drainage calculations protect neighbors and the stormwater system, but applicants – especially homeowners and small contractors – often do not know in advance whether a project will require a sealed engineering submittal. A clear, tiered standard reduces resubmittals and cost while keeping protection where it matters.

**Current code / practice:** A professionally prepared drainage plan is required when a project decreases permeable area by more than 800 square feet, per the Engineering Design Handbook and Construction Standards.

**Questions for the task force:**

- Is 800 square feet the right single threshold for all lot types, or should it scale with lot size and use?
- How should cumulative impervious additions over time be tracked?
- Can lower-impact projects use a simplified worksheet or prescriptive detail instead of sealed calculations?
- How should pavers, artificial turf, and permeable systems be counted?

**Amendment options to evaluate:**

| Option | Description |
|---|---|
| **Tiered triggers** | Tier 1: small additions – no calculations, standard site sketch. Tier 2: mid-size or near the pervious limit – simplified drainage worksheet or prescriptive detail (e.g., exfiltration/dry well). Tier 3: large, commercial, or below pervious minimum – sealed PE calculations. |
| **Cumulative tracking** | Count impervious additions from a base date so repeated small projects trigger review. |
| **Pervious minimum** | Codify the lot-wide pervious percentage as a clear second trigger. |
| **Material definitions** | Define how pavers, turf, gravel, and permeable systems are counted, and when a permeable credit applies. |
| **Applicant checklist** | Publish a flowchart showing which tier applies, linked to the permit application. |

## 6. Process & Timeline

| Phase | Duration | Activity |
|---|---|---|
| **1. Formation** | 4–6 weeks | Resolution adoption, appointments, staff punch list and data for topics selected. |
| **2. Diagnostic** | 6–8 weeks | Review LDR sections; gather data (review times, variance history, resubmittal reasons, drainage complaints) |
| **3. Drafting** | 8–10 weeks | Redlined amendment language, section by section |
| **4. Public input** | 4 weeks | Public workshop(s); Planning & Development and Engineering Divisions review |
| **5. Final recommendation** | 2–4 weeks | Task force adopts package and transmits to Commission |
| **6. Commission action** | Ongoing | First and second reading; ordinance adoption |

Total: approximately 6–8 months from formation to final recommendation package.

## 7. Deliverables

- Final written report: findings, section-by-section redlines, anticipated impact of each change, and any minority positions.
- Plain-language summary for the business community and residents.
- Applicant aids for the new items: such as a fence/hedge graphic, a drainage tier flowchart, and/or a sustainability options checklist.

CITY OF BOYNTON BEACH | CITY COMMISSION

# Land Development Regulations Task Force

Targeted amendments to support economic development, permitting efficiency, and clearer development standards




5 DECISIONS REQUESTED

# A focused task force, not a code rewrite

**6–8**
months from formation to final recommendation package

**8–12**
LDR sections on a defined punch list

**5 + 2**
voting members plus non-voting staff

## Five steps, Five decisions

Consensus = direction from the Commission.

| | | |
|---|---|---|
| 1 | Establish the task force | Charter, authority, sunset, reporting, scope limit |
| 2 | Composition | 5 voting members and 2 non-voting staff |
| 3 | Scope | Finalize the 8–12 section punch list |
| 4 | Process and timeline | Six phases over about 6–8 months |
| 5 | Deliverables | Report, plain-language summary, applicant aids |

# Step 1 · Establish the task force by Resolution

### Statement of purpose

Economic development, permitting streamlining, clear development standards

### Enabling authority

Commission's purview to amend the LDR

### Sunset clause

Ends at final report or 9 months, whichever is first; extendable by Commission

### Reporting relationship

Via City Manager's Office and Development Dept., vetted by staff first

### Scope limitation

Only the named LDR sections; any expansion needs Commission approval

### Conflict of interest

Disclosure and recusal language written into the resolution

**COMMISSION DIRECTION**

BY CONSENSUS

- A — Proceed as presented
- B — Proceed with changes noted today (e.g., sunset length)
- C — Hold for more information

# Step 2 · Task force composition

| | | |
|---|---|---|
| 2 | **Residents**<br>At least one from a single-family neighborhood; balances industry perspective | VOTING |
| 1 | **Local business owner**<br>Small business and tenant improvement perspective | VOTING |
| 1 | **Developer or builder**<br>Commercial, mixed-use, or residential development experience | VOTING |
| 1 | **Technical professional**<br>Landscape architect, architect, FL-licensed engineer, or commercial real estate broker | VOTING |
| 2 | **Staff**<br>Planning & Zoning and Engineering | NON-VOTING |

COMMISSION DIRECTION

BY CONSENSUS

- A — Proceed as presented
- B — Proceed with changes noted today (e.g., change to composition)
- C — Hold for more information

# Step 3 · Confirm the scope

| # | Candidate topic | Include | Defer | Remove |
|---|---|---|---|---|
| 1 | Parking requirements in urban/CRA districts | ☐ | ☐ | ☐ |
| 2 | Site plan review thresholds and approval pathways | ☐ | ☐ | ☐ |
| 3 | Permitting timelines and duplicative review steps | ☐ | ☐ | ☐ |
| 4 | Sustainability options | ☐ | ☐ | ☐ |
| 5 | Shrubs and hedges along fences and walls | ☐ | ☐ | ☐ |
| 6 | Engineering drainage calculation triggers | ☐ | ☐ | ☐ |
| 7 | Development order (DO) modifications (efficiency/admin) | ☐ | ☐ | ☐ |
| 8 | Relief applications that are always approved | ☐ | ☐ | ☐ |
| 9 | Parking reduction types and how they are approved | ☐ | ☐ | ☐ |
| 10 | Driveway width at the property line (24' maximum) | ☐ | ☐ | ☐ |
| 11 | Minimum landscape requirements for single-family | ☐ | ☐ | ☐ |

BY CONSENSUS

A Approve the list as shown

B Add or remove topics (mark above)

C Defer selected topics

# Step 4 · Process and timeline

| | | |
|---|---|---|
| 1 | **Formation**<br>Resolution adoption, appointments, staff punch list and data | 4–6 WEEKS |
| 2 | **Diagnostic**<br>Gather review times, variance history, resubmittal reasons, complaints | 6–8 WEEKS |
| 3 | **Drafting**<br>Redlined amendment language, section by section | 8–10 WEEKS |
| 4 | **Public input**<br>Public workshop(s) | 4 WEEKS |
| 5 | **Final recommendation**<br>Task force prepares final package and transmits to Commission via City Staff | 2–4 WEEKS |
| 6 | **Commission action**<br>City Commission accepts or rejects final package and directs staff to make necessary LDR updates, as necessary. | ONGOING |

About 6–8 months to final recommendation package; the 9-month sunset leaves a buffer

COMMISSION DIRECTION

BY CONSENSUS

A Approve as presented

B Add a Commission check-in at a milestone

C Adjust the timeline

# Step 5 · Deliverables



## Final written report

Findings, section-by-section redlines, anticipated impact of each change.



## Plain-language summary

A short summary written for the business community and residents.



## Applicant aids

Fence/hedge graphic, drainage tier flowchart, and sustainability options checklist.

BY CONSENSUS

- A Approve as listed
- B Add or remove deliverables
- C Request more detail

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30



# AGREEMENT AMENDMENT #1
# BETWEEN THE CITY OF TAMARAC
# AND
# LHOIST NORTH AMERICA OF ALABAMA, LLC

The City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Lhoist North America of Alabama, LLC, an Alabama corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor"), agree to amend the Agreement between the City of Tamarac and Lhoist North America of Alabama, LLC, that was made and entered into on October 11, 2023, as amended, (the "Agreement") as follows:

1. Pursuant to Section 4. Term of the Agreement, the City and Contractor agree to exercise the renewal option to renew the contract for one additional three (3) year period, beginning November 1, 2026, through October 31, 2029.

2. Contract Exhibit A of the Agreement is hereby replaced in its entirety with the attached Contract Exhibit A, dated October 25, 2025, which shall become effective upon execution of this Amendment.

3. Subsection 5.1 of the Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

   "Contract Pricing shall be based on delivered cost per ton. The Contract Sum includes all labor, materials and freight charges. Pricing shall be firm for each year of the Term as indicated in Contract Exhibit A. Beginning November 1, 2026, adjustments to the Contract Sum will be made annually, and adjusted by the percentage change of the CPI-U Series ID CUUR0000SA0, using previous 12-month period average September 2025 - August 2026 plus one percent (1%). Contractor will use three decimal places to be consistent with the data provided by the Bureau of Labor Statistics. These adjustments will occur each November 1st for the remainder of the Term"

4. All other provisions of the Agreement remain in effect as written.

Remainder of Page Intentionally Blank

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30



IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Agreement on the respective dates under each signature. The City of Tamarac signing by and through its City Manager, and Lhoist North America of Alabama, LLC, signing by and through its Executive Vice President, duly authorized to execute same.

Initial EH

Initial MA

DS

**CITY OF TAMARAC**

Signed by: Levent Sucuoglu

Levent Sucuoglu, City Manager

11/19/2025

Date

ATTEST:

Signed by: Kimberly Dillon

Kimberly Dillon, CMC
City Clerk

11/19/2025

Date

Approved as to form and legal sufficiency:

Signed by: Hans Ottinot

Hans Ottinot, City Attorney

11/19/2025

Date

ATTEST:

Kenneth Curtiss, Corporate Secretary

**LHOIST NORTH AMERICA OF ALABAMA, LLC**

Mark Milner, Executive Vice President

11/4/25

Date

(CORPORATE SEAL)

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30



CORPORATE ACKNOWLEDGEMENT

STATE OF Texas :
:SS
COUNTY OF Tarrant :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Mark Milner, Executive Vice President, Commercial for Lhoist North America of Alabama, LLC, an Alabama limited liability company, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 4th day of Nov, 2025.

Signature of Notary Public
State of Texas at Large

RACHEL GALVAN
My Notary ID # 128343345
Expires July 30, 2026

Rachel Galvan
Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☑ DID NOT take an oath.

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30



# Contract Exhibit A - Schedule of Prices
## October 25, 2025

| AGENCY | DELIVERED PRICE (INITIAL TERM) | | | DELIVERED PRICE (RENEWAL TERM) | | |
|---|---|---|---|---|---|---|
| | PER TON YEAR 1 | PER TON YEAR 2 | PER TON YEAR 3 | PER TON YEAR 4 | PER TON YEAR 5 | PER TON YEAR 6 |
| **Table 1 -- TYPE 1 - Pebble Lime** | | | | | | |
| City of Boynton Beach | $ 448.38 | $ 493.22 | $ 511.72 | Previous Year Price + (CPI-U+ 1%) | | |
| Broward County Dist. 1 | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| Broward County Dist. 2 | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Coral Springs **(1)** | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| Town of Davie | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Dania Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Deerfield Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Fort Lauderdale (2) | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Hallandale Beach **(3)** | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Lake Worth Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Lauderhill | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of North Lauderdale | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of North Miami | $ 448.38 | $ 493.22 | $ 511.72 | Previous Year Price + (CPI-U+ 1%) | | |
| Village of Palm Springs | $ 451.23 | $ 496.36 | $ 514.98 | Previous Year Price + (CPI-U+ 1%) | | |
| Village of Palm Springs | $ 451.23 | $ 496.36 | $ 514.98 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Pompano Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Riviera Beach | $ 451.23 | $ 496.36 | $ 514.98 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Sunrise | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Sunrise | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| Village of Wellington | $ 449.79 | $ 494.77 | $ 513.33 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Delray Beach | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Hollywood | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Margate | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of North Miami Beach | $ 448.38 | $ 493.22 | $ 511.72 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Pembroke Pines | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of Tamarac | $ 446.95 | $ 491.65 | $ 510.09 | Previous Year Price + (CPI-U+ 1%) | | |
| City of West Palm Beach | $ 449.79 | $ 494.77 | $ 513.33 | Previous Year Price + (CPI-U+ 1%) | | |